



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 3, 2019

AGENDA

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

A. OPENING

1. Invocation by Rev. Susan McCaffrey of Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS AND RECOGNITION

4. Police Department Recognition Awards

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. August 20, 2019 - Joint Special Meeting Town Center CRA
 - b. August 20, 2019 - Regular City Council Meeting
 - c. August 27, 2019 - Special City Council Meeting
 - d. August 27, 2019 - City Council Budget Workshop
8. Bid Awards and Contract Items
 - a. Ratification of emergency purchase orders for the rental & repair of the Water Reclamation Facility generator.
9. Approval of Minor Special Event for the First United Methodist Church Annual Pumpkin Patch, Fall Festival and Trunk or Treat
10. Request Approval to Write Off Renter Utility Balances
11. Approval and Ratification of the National Association of Government

Employees (NAGE) 2019-2021 Collective Bargaining Agreement

12. Resolution No. 19-41 - Budget Appropriation to increase funds in Funds 410 & 503

D. CITIZEN PARTICIPATION

13. Request from Southport Development for an Affordable Housing Contribution from the City of Port Orange

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

F. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

G. PUBLIC HEARING

15. Second Reading - Ordinance No. 2019-27 - Rezoning/6015 Spruce Creek Road (Case No. 19-60000004)

16. Second Reading - Ordinance No. 2019-28 - LDC Text Amendment/Chapters 2, 17, and 18 (Case No. 19-25000002)

H. REGULAR AGENDA

17. Authorization for revisions to the Parks & Recreation Fee Matrix

I. ADDITIONAL ITEMS

18. City Attorney - Request for authority to negotiate indemnity standards

19. City Manager

J. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. Police Pension Plan

b. Fire Pension Plan

c. River to Sea TPO

d. First Step Shelter

K. ADJOURNMENT

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

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

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (B4) Police Department Recognition Awards

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Present awards to selected employees from the Police Department and one Citizen Commendation.

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

Award of Achievement - Officer Darren Starling - A citizen was choking at a local restaurant and Officer Starling performed the Heimlich maneuver and dislodged the food stuck in the citizen's throat which resulted in saving the citizen's life.

Award of Achievement - Officer Jarrad Alevisatos - A citizen was in the median of Dunlawton Avenue waving his arms and yelling at passing vehicles. The male did not follow Officer Alevisatos' command and began to walk in the roadway. Officer Alevisatos pulled the male out of the road and oncoming traffic saving the man's life.

Citizen Commendation - Shawn Albritton - While in a local convenience store, Mr. Albritton observed a male subject stealing a 24 pack of beer and the clerk was yelling at him to stop. Mr. Albritton contacted the subject and walked him back in the store. Police were called and arrested the subject for felony retail theft due to the multiple previous convictions for theft.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Debbie Grabowski
William Proctor
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 8/13/2019
Approved - 8/13/2019
Approved - 8/13/2019
Approved - 8/27/2019
Final Approval - 8/27/2019

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 20, 2019

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Member Stan Schmidt Council Member Marilyn Ford Council Member Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Absent:	Chairman Ray Donadio Council Member Drew Bastian
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick

3. Riverwalk summary overview for POTC CRA and City Council meeting

Tim Burman, Community Development Director, provided an overview of the agenda items to be discussed and those to be voted on tonight. He asked that all items be opened and discussed together. Both Council and CRA Board Members agreed. Mr. Burman discussed the primary components of the proposed changes to the MDA and answered questions from the Board and Council.

Jeff Brock, Attorney for the developers, provided an overview of what has been completed thus far and what is upcoming. They are not asking to delay the opening of the restaurant.

Sid Sethi and Rick Julyla of The Twisted Tuna, Port Salerno, introduced their concept for Fysh Bar and Grill at the restaurant on the “point” property at Riverwalk.

ACTION ITEMS

4. First Reading: Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004)

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to recommend approval to the City Council of Ordinance No. 2019-30, approving the First Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission was made by Member Chase Tramont and Seconded by Member Stan Schmidt.

Move to approve Ordinance No. 2019-30 on first reading as recommended by the Town Center CRA Board, approving the First Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission and Port Orange Town Center CRA was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

Vice Mayor Chase Tramont asked for an explanation of the delays. Parker Mynchenberg, Engineer, explained the delays from FPL but also said they could have started earlier and may not have these delays.

Council Member Marilyn Ford asked for assurances that the developer will not be asking for another extension if this one is approved.

There were no public comments.

Jake Johansson, City Manager, explained the pros and cons to holding them to the original timeline. Council expressed their displeasure with the extension but understands they are providing parking on their property to the City for one-year, as well

as demolition of the funeral home property.

CRA Motion carried 4-1 by roll call vote
with Member Scott Stiltner voting no.

Council Motion carried 3-1 by roll call
vote with Council Member Scott Stiltner
voting no.

5. License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue
(Cardwell Funeral Home Property)

This temporary parking is to allow for marina parking after they remove the funeral home building. The permit should be issued very soon upon this approval. No additional comments from Council.

6. First Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

This change shows the extension of one-year to the completion date. No additional comments from Council.

7. First Amendment to the Economic Development Incentive Agreement

This amendment also extends the timeline. No additional comments from Council.

8. Parking Easement Agreement Between Halifax River Partners, LLC and City of Port Orange

Mr. Burman explained the easement area for parking.

Mr. Johansson and Staff will work with the developer regarding the parking area and their construction to ensure the safety of all.

ADJOURNMENT - 6:12 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 20, 2019

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

Invocation by Pastor Nathan Buker of Victorious Life Church

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Motion to move item #25 after Citizen Participation was made by Council Member Marilyn Ford and Seconded by Council Member Stiltner. Motion carried unanimously by voice vote.

Motion to approve the agenda as amended was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. August 6, 2019 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. Approval of VCFR Service Contract - Extension of Agreement for Fire Suppression Svcs.

- b. Approval of Task Authorization No 24 to Mead & Hunt for services relating to the Herbert and Nova Master Lift Station Rehab
 - c. Approval of the Memorandum of Understanding (MOU) with Police Benevolent Association (PBA)
 - d. Waiver of Bidding Requirements for Employee Dental and Group Life Insurance
 - e. Renewal of Wright National Flood Insurance Policies
 - f. Approval of Memorandum of Understanding with the Volusia County Sheriff's Office and other partnering agencies to provide personnel to assist the VC3 mission
8. Resolution No. 19-39 -- Environmental Easement Vacation -- 769 Hawks Ridge Road -- Lot 35 of Hawks Ridge Estates
9. Resolution No. 19-40 -- Environmental Easement Vacation -- 771 Hawks Ridge Road -- Lot 36 of Hawks Ridge Estates

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

CITIZEN PARTICIPATION (Agenda)

10. Spouses Backing the Blue Organization and Wayne Jean

Wayne Jean thanked Council for having him and explained the Spouses Backing the Blue Organization and how it got started. He gave information on upcoming fundraisers and contact information.

11. Request from Southport Development for an Affordable Housing Contribution from the City of Port Orange

The representative of Southport Development was not in attendance.

CITIZEN PARTICIPATION (NON-AGENDA)

Robert Reinhausen, citizen, spoke regarding the public notice provided on the CDBG public meeting recently. He believes it was difficult to find on the City's website and did not see the advertisement in the paper. While those notices met the legal requirements, he'd rather it be posted on the City's meeting and agenda page.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Vice Mayor Chase Tramont asked Council to consider a monthly recognition of

community members who are doing things to better the community. Mayor Don Burnette asked for it to be placed on an agenda for further discussion after he talks with the City Manager first.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Financial Report

Scott Neils, Finance Director, presented the Financial Report covering the 10 months year-to-date of Fiscal Year 2019. Mayor Don Burnette asked for a report on what has been reimbursed from the hurricanes and what remains to be reimbursed.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from their recent meeting.

15. Planning Commission Appointments (x3)

Mayor Don Burnette advised there are three terms expiring on September 1, 2019 and all three of those members would like to remain on the Planning Commission; however, six other applications were received from individuals interested in serving.

Mayor Don Burnette asked those in attendance to introduce themselves, which they did.

Council Member Scott Stiltner suggested a discussion regarding term limits at a future meeting.

Nominations were made as follows:

Maria Mills-Benat was nominated by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

John Junco was nominated by Council Member Scott Stiltner and Seconded by Council Member Marilyn Ford.

Newton White was nominated by Council Member Marilyn Ford and Seconded by Vice Mayor Chase Tramont.

No further nominations.

Mayor Don Burnette called for the vote on all three nominations as there are three vacancies.

Nominations approved unanimously by
voice vote.

16. Environmental Advisory Board Report

John Macaluso, Chair, provided details from the Boards recent meetings.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2019-8 - Dissolving the Code
Enforcement Board in favor of a Special Magistrate Enforcement Method

Mayor Don Burnette read Ordinance No. 2019-8.

ORDINANCE NO. 2019-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DISSOLVING THE CODE ENFORCEMENT BOARD IN FAVOR OF THE SPECIAL MAGISTRATE METHOD OF ENFORCEMENT; AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES AND THE LAND DEVELOPMENT CODE TO DELETE REFERENCES TO THE "CODE ENFORCEMENT BOARD" OR "SPECIAL MASTER" AND REPLACE SAID REFERENCES WITH "SPECIAL MAGISTRATE"; PROVIDING FOR THE APPOINTMENT OF A SPECIAL MAGISTRATE AND DESCRIBING THE POWERS AND DUTIES OF THE SPECIAL MAGISTRATE; REMOVING REFERENCE TO THE CODE ENFORCEMENT BOARD ATTORNEY; AUTHORIZING THE CITY MANAGER TO MAKE DETERMINATIONS ON WHETHER TO FORECLOSE ON CODE ENFORCEMENT LIENS; PRESERVING THE VALIDITY AND ENFORCEABILITY OF ALL ADMINISTRATIVE ACTIONS, ORDERS, AND LIENS OF THE CODE ENFORCEMENT BOARD PRIOR TO THE ADOPTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-8 on
second reading was made by Vice Mayor
Chase Tramont and Seconded by
Council Member Marilyn Ford. Motion
carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2019-23 - Small-scale Future Land Use
Map Amendment/Harbor Landings (Case No. 18-20000008)

Mayor Burnette read Ordinance No. 2019-23.

ORDINANCE NO. 2019-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +/-4.26 ACRES FROM OFFICE/RESIDENTIAL TRANSITION TO URBAN MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-23 on second reading was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

19. Second Reading -Ordinance No. 2019-24 - PUD Rezoning and Harbor Landings Master Development Agreement and Conceptual Development Plan (Case No. 18-40000004)

Mayor Don Burnette read Ordinance No. 2019-24.

ORDINANCE NO. 2019-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±4.74 ACRES LOCATED ON THE WEST SIDE OF RIVERSIDE DRIVE, EAST OF RIDGEWOOD AVENUE FROM PLANNED UNIT DEVELOPMENT (PUD) AND R-7SF (SINGLE-FAMILY RESIDENTIAL) TO PUD AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE HARBOR LANDINGS PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance 2019-24, to rezone ±4.74 acres from Planned Unit Development (PUD) and R-7SF (Single-Family Residential) to PUD, and approval of the Harbor Landings PUD Master Development Agreement (MDA) and Conceptual Development Plan subject to: 1. Approval of the Future Land Use Amendment (Case No. 18-20000008); 2. City Council direction on the policy considerations discussed in the staff

report; and 3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

20. Second Reading - Ordinance No. 2019-25 - Amending Section 2-262 Purchase and Sale Procedures and ratifying purchases consistent with policy actions

Mayor Don Burnette read Ordinance No. 2019-25.

ORDINANCE NO 2019-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES; INCREASING THE PURCHASING THRESHOLD FOR A SINGLE QUOTE UP TO AND INCLUDING \$3,500.00; RATIFYING PURCHASES EFFECTIVE MAY 1, 2019; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-25 was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

Council took a recess and reconvened at 7:57 p.m.

21. First Reading - Ordinance No. 2019-26 - PCD Rezoning/The Palms at Ashton Lakes PCD Master Development Agreement and Conceptual Development Plan (Case No. 19-65000001)

Mayor Don Burnette read Ordinance No. 2019-26.

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±18.72 ACRES LOCATED ON THE EAST SIDE OF S. WILLIAMSON BOULEVARD, SOUTH OF OAKWATER LANE

FROM CYPRESS HEAD PLANNED COMMERCIAL DEVELOPMENT (PCD) TO THE PALMS AT ASHTON LAKES PCD AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE PALMS AT ASHTON LAKES PCD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-26 was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner.

Penelope Cruz, Planning Manager, provided details of the request.

Mark Watts, Cobb Cole Law Firm, provided details of the project and answered questions of Council.

Public comments were taken. Citizens expressed concerns with access on Oakwater Lane and traffic safety. They would also like to see bigger buffers.

Council Members asked questions of the City Attorney and addressed the issues raised. Mr. Watts has heard the concerns and will bring back further information during second reading to address the traffic and access concerns.

Council discussed their concerns and expressed appreciation to the residents for their input. Mr. Watts agreed to the restricted right turn out with signage and curbing as discussed.

Motion to withdraw the motion was made by Vice Mayor Chase Tramont. Second was withdrawn by Council Member Scott Stiltner.

Motion to approve Ordinance No. 2019-26 subject to the change to include the restricted right turn out with signage and curbing was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

22. First Reading - Ordinance No. 2019-27 - Rezoning/6015 Spruce Creek Road (Case No. 19-60000004)

Mayor Don Burnette read Ordinance No. 2019-27.

ORDINANCE NO. 2019-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +7.58 ACRES LOCATED AT 6015 SPRUCE CREEK ROAD FROM R-10SF (SINGLE-FAMILY RESIDENTIAL) TO GPU (GOVERNMENT PUBLIC USE); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-27 was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner.

Mrs. Cruz provided details of the project. Scott Kerschner, applicant, explained the plans for the church.

Motion carried unanimously by roll call vote.

23. First Reading - Ordinance No. 2019-28 - LDC Text Amendment/Chapters 2, 17, and 18 (Case No. 19-25000002)

Mayor Don Burnette read Ordinance No. 2019-28.

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 17, AND 18 RELATING TO DEFINITIONS AND INTERPRETATIONS, ZONING DISTRICT REGULATIONS, CONDITIONAL USES, SPECIAL EXCEPTIONS, AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-28 was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

Mrs. Cruz provided details of the requested amended which was based on calls received.

Motion carried unanimously by roll call vote.

24. First Reading - Ordinance No. 2019-29 - Administrative Rezoning/415 Herbert Street (Case No. 19-60000006)

Mayor Burnette read Ordinance No. 2019-29.

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +0.64 ACRES FROM COMMERCIAL INDUSTRIAL (CI) TO GOVERNMENT/PUBLIC USE (GPU) LOCATED AT 415 HERBERT STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-29 was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

Mrs. Cruz provided details of the requested amended.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

25. Resolution No. 19-38 - Repealing Resolution No. 18-15 relating to repurposing of Halifax Drive as a one-way street

Mayor Burnette read Resolution No. 19-38. He explained that an alternate route was determined and approved, and this resolution is no longer needed.

RESOLUTION NO. 19-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, REPEALING RESOLUTION NO. 18-15 RELATING TO THE ONE-WAY REPURPOSING OF HALIFAX DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Vice Mayor Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

26. Approval of the Cooperative Economic Development Agreement with
Team Volusia Economic Development Corporation

Motion to approve the Agreement as
presented was made by Vice Mayor
Chase Tramont and Seconded by
Council Member Marilyn Ford.

Chris Wimsatt, VP, Business Development, Team Volusia, provided information on their
structure and how they help governments.

Motion carried 3-1 by roll call vote with
Mayor Burnette voting no.

ADDITIONAL ITEMS

27. City Attorney - Authorization to Appeal to the 5th DCA

Margaret Roberts, City Attorney, asked Council's authorization to appeal a traffic case
to the 5th DCA.

Motion to authorize the appeal to the 5th
DCA was made by Vice Mayor Chase
Tramont and Seconded by Council
Member Scott Stiltner.

Danielle Bailey, citizen, explained the excessiveness of the Police Department
harassing her family. The City lost the case and she wants to know when they will leave
her family alone.

Ted Nofall, citizen, doesn't believe Council has received enough information to vote on
this item tonight and does not believe officer safety is in jeopardy. He encouraged
Council to deny this request.

Sarah Jones, citizen, doesn't believe Ms. Roberts is properly advising Council as she
represents the City and the Council and should only represent one or the other.

Council Member Marilyn Ford made a
motion to table the item to obtain more
information, seconded by Vice Mayor
Chase Tramont. Motion carried 3-1 by
roll call vote with Mayor Don Burnette
voting no.

Ms. Roberts advised there may not be enough time to file an appeal with the tabling.

There was nothing further.

COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

- a. Arthaus - No report. Meeting next week.
- b. First Step Shelter - Vice Mayor Chase Tramont provided details on the recent meeting and workshop.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details on upcoming events.
- d. Roundtable of Elected Officials - Did not meet in August. Their next meeting is schedule for September 9, 2019.

ADJOURNMENT - 10:45 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 27, 2019

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

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. Authorization to Appeal to the 5th DCA (Tabled at the August 20, 2019 City Council Meeting)

Motion to remove the item from the table
was made by Council Member Marilyn
Ford and Seconded by Vice Mayor
Chase Tramont. Motion carried
unanimously by voice vote.

Margaret Roberts, City Attorney, explained the details of the case involving the "move over law", as well as the details of the court case and Circuit Court appeal. It is her opinion that the Circuit Court Judge's ruling was in error. She asked Council to authorize the City Attorney's Office to file an appeal to the 5th DCA in the case against Thomas Traska. Council Members asked questions of Ms. Roberts.

Public comments:

Russell Adams, citizen, does not believe this type of case warrants the extra cost.

Mark Dickinson, citizen, asked Council to remove the emotion of the case and deny this request.

Robert Reinhausen, citizen, spoke against this request and doesn't believe Council should approve the expenditure.

Ted Nofall, citizen, also spoke against Council authorizing this expenditure. He asked Council Members to speak as to how this will affect the citizens.

Sarah Jones, citizen, addressed Council with her concerns on the matter of trust. She asked Council not to spend taxpayer dollars on this issue.

Council Member Scott Stiltner doesn't believe this has anything to do with a personal citation, but rather the law in general.

Council Member Drew Bastian and Marilyn Ford both agreed with Council Member Scott Stiltner's comments.

Motion to authorize was made by
Council Member Marilyn Ford and
Seconded by Council Member Drew
Bastian. Motion carried 3-2 by roll call
vote with Vice Mayor Chase Tramont
and Mayor Don Burnette voting no.

ADJOURNMENT - 6:32 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 27, 2019

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION ITEMS

4. FY2020 Budget Discussion

Jake Johansson, City Manager, provided an overview of the items for the workshop.

Scott Neils, Finance Director, presented the details of the Budget and General Fund millage for the first Public Hearing to be held at 5:30 p.m. on Wednesday, September 11, 2019. Mr. Johansson asked Council for consensus of an additional building inspector. There were no objections as the revenue is available in the 109 Fund.

Discussion was held regarding the travel per diem costs and other changes in operating expenditures. Changes made by Council resulted in a 0.2161 decrease in the millage rate, bringing the maximum millage rate from 4.5677 to 4.5461.

Mr. Johansson assured Council that Staff is preparing for Tropical Storm Dorian. He asked that a Special Meeting be tentatively scheduled for Friday based on the storm's track. Council agreed to Friday, August 30, 2019 at 8:30 a.m. in Council Chambers.

ADJOURNMENT - 8:19 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (C8a) Ratification of emergency purchase orders for the rental & repair of the Water Reclamation Facility generator.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of emergency purchase orders to Stewart & Stevenson / Florida Detroit-Diesel Allison, TAW Power Systems, Circuit Breaker Sales, and Economy Electric to repair the Water Reclamation Facility south auxiliary generator. Ratification request amount is not to exceed \$94,368.93.

SUMMARY: On June 19, 2019 the Public Works & Utilities Director was notified of an auxiliary generator problem at the Water Reclamation Facility.

The Public Works & Utilities Department is requesting City Council to ratify the emergency purchase orders to the following: Stewart & Stevenson / Florida Detroit-Diesel Allison, TAW Power Systems, and Circuit Breaker Sales to repair the Water Reclamation Facility south auxiliary generator. Ratification request amount is not to exceed \$94,368.93.

Due to the current weather conditions and peak hurricane season, staff requested and received the emergency purchase orders to begin the repair process. The Public Works & Utilities Director, City Manager, Finance / Purchasing staff were notified of this emergency request per the instructions under the City's Purchasing Ordinance, Section 2-271, emergency purchases over \$25,000 require ratification by Council at the first available meeting.

Project No.: SSP018 Funding Account No.: 403 0400 535 4610

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Public Utilities Department - WRF Generator Repair	Public Utilities Department - WRF Generator Repair.pdf
2.	PO Expenses	PO Expenses.pdf
3.	PO #075002 TAW Power Sys Inc	PO #075002 TAW Power Sys Inc.pdf
4.	PO #075005 Circuit Breaker Sales	PO #075005 Circuit Breaker Sales.pdf
5.	PO #075094 TAW Power Sys Inc	PO #075094 TAW Power Sys Inc.pdf
6.	Man Req to FDDA Credits	Man Req to FDDA Credits.pdf

7.	PO #075102 FDDA - Rental	PO #075102 FDDA - Rental.pdf
8.	PO #075105 Economy Elec	PO #075105 Economy Elec.pdf

Julia Wiggins	Created/Initiated - 8/15/2019
Julia Wiggins	Approved - 8/15/2019
Steve Parnell	Approved - 8/15/2019
Lynn Stevens	Approved - 8/16/2019
Scott Neils	Approved - 8/16/2019
Margaret Roberts	Approved - 8/21/2019
Jake Johansson	Approved - 8/22/2019
Robin Fenwick	Final Approval - 8/22/2019



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Steve Parnell, Deputy Director Public Utilities

DATE: August 12, 2019

SUBJECT: Stewart & Stevenson / FDDA, TAW Power Systems, Circuit Breaker
Sales, Economy Electric – Ratification of Emergency Repair

REQUEST:

The Public Works & Utilities Department is requesting City Council to ratify the emergency purchase orders to the following: Stewart & Stevenson / Florida Detroit-Diesel Allison, TAW Power Systems, and Circuit Breaker Sales to repair the Water Reclamation Facility south auxiliary generator. Ratification request amount is not to exceed \$94,368.93.

PURPOSE:

The purchase of this request is to repair the standby generator at the Water Reclamation Facility as required under the Florida Department of Environmental Protection operating permit.

CONSIDERATION:

On June 19, 2019 the Public Works & Utilities Director was notified of an auxiliary generator problem at the Water Reclamation Facility.

A service call was placed to Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) and Economy Electric to perform a site visit and diagnose the problem. The technician for FDDA found the controller for the automatic transfer switch was defective. The electrician for Economy Electric determined the main breaker on the generator and primary service line to be defective. An emergency standby generator was acquired immediately after the diagnosis to ensure uninterrupted plant operations. On June 20, 2019, two purchase orders were issued; one for a two-month generator rental \$40,937.52 (invoice amount **\$43,489.72**) and a second for the ATS controllers of **\$11,175.00**. On June 21, 2019 a third purchase order was issued for the replacement breakers of \$48,775.00 (invoice amount **\$47,121.10**). On August 6, 2019 a fourth purchase order was issued to Economy Electric for the service call for **\$1,150.00**. On August 2, 2019 a fifth purchase order was issued to TAW for the service call for **\$1,023.75**. A credit from FDDA was issued in the amount of **\$9,590.64** for charging taxes and unused equipment. The total amount for all charges including the credit from FDDA is **\$94,368.93**.

Due to the current weather conditions and peak hurricane season, staff requested and received the emergency purchase orders to begin the repair process. The Public Works & Utilities Director, City Manager, Finance / Purchasing staff were notified of this emergency request per the instructions under the City's Purchasing Ordinance, Section 2-271, emergency purchases over \$25,000 require ratification by Council at the first available meeting.

FUNDING:

Sewer Treatment Plant Replacement
Project #SSP018
403 0400 535 4610
Starting Budget: \$140,000
Actual Used: \$94,368.93

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council ratify five emergency purchase orders to Stewart & Stevenson / Florida Detroit-Diesel Allison, TAW Power Systems, Circuit Breaker Sales, and Economy Electric to repair the Water Reclamation Facility south auxiliary generator. Ratification request amount is not to exceed \$94,368.93.

ANTICIPATED SCHEDULE:

- a.) Council Ratification – 9/3/19 #2019-8348

ATTACHMENTS:

- a.) Repair Estimate
- b.) Rental Estimate
- c.) Rental Estimate
- d.) Service Call - TAW
- e.) Vendor Credit
- f.) Service Call – Economy Electric
- g.) PO #075001 – Generator Rental
- h.) PO #075002 – ATS Controller
- i.) PO #075003- Circuit Breakers
- j.) PO #075094 – TAW Service Call
- k.) PO #075105 – Economy Electric Service Call
- l.) FDDA – Invoice Credit
- m.) Memo from Deputy Utility Director
- n.) Emergency Police & Ordinance

Summary of Expenses as of August 7, 2019
Ratification of Emergency Repairs
Water Reclamation Facility

Date	PO Number	Vendor Name	Description	PO Amount	Actual Invoice Paid
6/20/2019	075002	TAW Power Systems Inc	Removal & Upgrade of controllers and automatic transfer switches	\$ 11,175.00	\$ 11,175.00
6/21/2019	075005	Circuit Breaker Sales Co Inc	Purchase of reconditioned breakers and the purchase of a new breaker, including shipping	\$ 48,775.00	\$ 47,121.10
8/1/2019	075094	TAW Power Systems Inc.	Service Call for inspection & trouble shooting controller, call dated 6/15/19	\$ 1,023.75	\$ 1,023.75
8/2/2019	075102	Florida Detroit Diesel-Allison	Two months rental of a stand by generator for the Water Reclamation Facility (invoices included taxes, manual req will provide the credit invoices	\$ 40,937.52	\$ 43,489.72
8/7/2019	Manual Request	Florida Detroit Diesel-Allison	Process credit for taxes that totaled \$2,552.20 and a credit for early return in the amount of \$7,038.44	\$ (9,590.64)	\$ (9,590.64)
8/6/2019	075105	Economy Electric Company	Service call for electrical assistance	\$ 1,150.00	\$ 1,150.00
Total Ratification Request				\$ 93,470.63	\$ 94,368.93



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075002

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:	6/20/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000140971

VENDOR:

TAW POWER SYSTEMS INC
PO BOX 3381
TAMPA FL 33601-3381

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE FL 32127

(813) 840-3500 FAX: (813) 217-8075

VENDOR #:		DATE NEEDED:		FOB:		
258945		6/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	2	EA	REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE TO THE LATEST CONTROLLERS FROM KOHLER EMERGENCY REQUEST AS DEFINED IN THE PURCHASING ORDINANCE 2-271. TO BE RATIFIED BY CC ON 8/6/19 AS ITEM #2019-8348. PROJECT #: SSP018	40304005354610	5587.50	11175.00
REMARKS EMERGENCY PURCHASE ORDER					TOTAL	11175.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/20/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000140971

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: DEPARTMENT APPROVAL
REASON: EMERGENCY PURCHASE ORDER

DATE: 6/18/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 258945 TAW POWER SYSTEMS INC

DELIVER BY DATE: 6/30/19

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT
COST EXTEND
COST

VENDOR PART NUMBER

1 REMOVAL OF EXISTING CONTROLLERS
IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE
TO THE LATEST CONTROLLERS FROM KOHLER

2.00 EA 5587.5000 11175.00

EMERGENCY REQUEST AS DEFINED IN THE PURCHASING
ORDINANCE 2-271 TO BE RATIFIED BY CC ON 8/6/19
AS ITEM #2019-8348
COMMODITY: WATER/SEWAGE TREATMENT EQ
SUBCOMMOD: MISC. PARTS

REQUISITION TOTAL: 11175.00

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT
1 40304005354610
REPAIR & MAINT. SERVICES
GENERAL EQUIP MAINT

PROJECT
SSP018
U Generator Replacements 100.00 %

AMOUNT
11175.00

11175.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

THIS IS AN EMERGENCY REQUEST UNDER THE PURCHASING
ORDINANCE 2-271 AND WILL BE SET TO CC FOR
RATIFICATION ON 8/6/19 UNDER ITEM #2019-8348

A BUDGET TRANSFER IN THE AMOUNT OF \$80,000 IS
BEING DRAFTED TO MOVE FUNDS FROM SSP018 401
0400-6397 TO SSP018 401 0400-4610.

PLEASE PROCESS
June 19, 2019 8:38:04 AM jwigins.

OK
J.P.N.



Emergency



City of Port Orange Public Works & Utilities Department

TO: Lynn Stevens, Public Works & Utilities Director

THRU: Julia Wiggins, Business Manager

THRU: Steve Parnell, Deputy Director of Public Utilities

FROM: Chris Wall, Water Reclamation Facility Manager *Chris*

DATE: June 17, 2019

SUBJECT: Emergency Requisition – TAW Power Systems Group – ATS Controller

REQUEST:

The Water Reclamation Facility Manager requests approval for TAW Power Systems Group, 1500 NW 15th Street, Pompano Beach, FL 33069, in the amount of \$11,175.

PURPOSE:

The purpose of this request is to purchase two (2) new controllers for the Generator Automatic Transfer Switches. Emergency generator power is necessary for compliance with State and Federal regulations under Permit # FL0020559.

CONSIDERATION:

The staff at the Water Reclamation Facility utilizes two separate generators to power the operation during a Florida Power & Light (FPL) outage. Each generator has an automatic transfer switch (ATS) that, when utility power is interrupted, automatically start the generators and switch over to generator power. The ATS will also transfer power back to FPL once utility power returns.

Both ATS are over twenty-two (22) years old. One of the two existing controllers are malfunctioning and both are obsolete. Replacement parts for these controllers are unavailable. It is recommended here that both switches are replaced so the other ATS does not fail during a severe storm.

FUNDING:

Water Reclamation Facility – Equipment Maintenance

~~401-0400-535-4610~~ 403 0400 535 4610

SSP Ø18

RECOMMENDATION

The Water Reclamation Facility Manager recommends approval for TAW Power Systems Group, 1500 NW 15th Street, Pompano Beach, FL 33069, in the amount of \$11,175.

ANTICIPATED SCHEDULE:

- a.) Posted to CivicClerk- June 19, 2019
- b.) Payment to Electronic Awards – 06-30-19

ATTACHMENTS:

- a.) Requisition
- b.) Quote
- c.) Sole Source Letter

/cjw



PROPOSAL

June 17, 2019
OFFER # OH-01419-06119

CITY OF PORT ORANGE
817 OAK STREET
PORT ORANGE, FL 32127
ATTN: CHRIS WALL
386-566-5787 OR 386-561-8863
E-MAIL: CWALL@PORT-ORANGE.ORG
ATS S/N'S: K0701736 AND K0701737

The following is our proposal to perform work on your generator set:

REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE THEM TO THE LATEST CONTROLLERS FROM KOHLER, THE EXISTING CONTROLLERS ARE MALFUNCTIONING AND OBSOLETE AND REPLACEMENT PARTS ARE NO LONGER AVAILABLE
TEST OPERATE GENERATOR AND AUTOMATIC TRANSFER SWITCHES TO CONFIRM PROPER OPERATION
THIS PROPOSAL INCLUDES EXPEDITED SHIPPING AND THE ASSOCIATED KOHLER EMERGENCY ORDER FEE

Job Net Total (all applicable taxes extra):\$ 11,175.00

- Proposal includes above parts, disposal of all waste materials, shipping/handling and labor to perform job described above during normal working hours Monday through Friday from 8:00AM to 4:30PM.
- TAW is not responsible for any permitting that may be required to perform any of our services.
- Jobs that require special order parts will not go on the schedule until parts are in our warehouse. A temporary date may be given and is subject to change.
- A 25% restocking fee will be charged to all cancelled proposals along with any freight charges incurred for any special ordered parts.
- Proposal does not include any additional work required due to unforeseen problems that may be discovered after work has begun.
- All sales tax is due on all work unless a valid tax-exempt certificate is supplied.
- This proposal is separate from any previous written or implied and requires authorization and purchase order to proceed.
- All TAW plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.
- This Proposal is offered with TAW's Standard Terms and Conditions. A copy is available upon request.

If your review is favorable, please sign and return to our office as soon as possible along with a copy of your purchase order to the number listed above.

If you should have any questions regarding this proposal, please, do not hesitate to contact me.

CUSTOMER ACKNOWLEDGMENT TO PROCEED

NAME: _____ **DATE:** _____

TITLE: _____ **P.O.** _____
OFFER GOOD FOR 30 DAYS Please Call Service to Schedule



PROPOSAL

Thank You.

Brian Haggerty

TAW Power Systems
1500 NW 15th AVE
Pompano Beach, Fl. 33069
954-977-0202 office
954-977-0611 fax
954-325-9034 cell
brian.haggerty@tawinc.com

PROPOSAL EXHIBIT B GENERATOR / ATS SYSTEM PAYMENT OF CHARGES

TAW agrees to offer the attached Proposal with the following options for payment of services: Customer please select one (1) of the options below and provide required information. Once your Proposal is accepted and your option for payment is selected, the appropriate forms will be provided to you. TAW cannot commence services until the method of payment has been established.

1. **Open TAW Account (net 30 days)**
Please fill the TAW Credit Application completely. Please include all information and signatures. You will be provided with an Invoice upon completion of each PM Inspection or Demand Service
2. **Credit Card on File**
Please provide Credit Card information to be kept on file for payment of PM Services and/or Demand Service as requested by you. Credit Card will be processed upon completion of each PM Inspection or Demand Service
3. **Electronic Funds Transfer (EFT)**
Please provide information on a bank account to facilitate EFT transactions for payment of PM Services and/or Demand Service as requested by you. EFT will be processed upon completion of each PM Inspection or Demand Service



Dan Krueger
Director – Sales, South Region, KPS NA
E-Mail daniel.krueger@kohler.com
Phone 813-994-6711
Fax 813-994-6233

Date: July 3, 2018

Re: Authorized Kohler Distributor for Florida, Southern Georgia, Alabama, Mississippi and Louisiana

To Whom It May Concern:

In regards to inquiries for confirmation that TAW Power Systems is the authorized Kohler Power Systems distributor in Florida, Southern Georgia, Alabama, Mississippi and Louisiana, I am sending you this letter as confirmation. The easiest way to confirm the authorized Kohler distributor in the territory is to direct them to our website at www.kohlerpower.com where they can input at the top of the home page under "Sales & Service Locator" the city and state in question as well as the type of product. This search will identify and list authorized Kohler distributor for the specific territory.

Please feel free to forward this letter To Whom It May Concern relating to this question of authorized distributor coverage in a specific territory for Kohler Power Systems.

Sincerely,

Dan Krueger
Director – Sales, South Region, KPS NA

Please visit our Web Site at <http://www.kohlergenerators.com>

Specify Kohler Generators

Wiggins, Julia

From: Sylvester, Alison
Sent: Tuesday, June 18, 2019 11:08 AM
To: Wiggins, Julia
Cc: Reyna-Coffin, Lupe; Fall, Kevin
Subject: Recap -- 403-0400-535.63-97

Hi, Julia –

Just to recap our discussion regarding the above account: Account 403-0400-535.63-97 currently holds the capital budget for Project SSP018 (Generator Replacements). You need to expend a yet-to-be-determined amount within the project that is more appropriately captured as repair & maintenance rather than capital outlay. Since we are staying within the same fund and project, you can request a budget transfer within the project from 63-97 to a **newly created** account line of 403-0400-535.46-10.

I've copied Lupe and Kevin so they can assist with your BT and creating the new account line when you are ready to present the BT.

Please let me know if this does not appropriately capture our discussion and agreement, or if you need any additional assistance!

Thank you,
~Alison

Alison M. Sylvester, MPA

Grants & Contracts Accountant | Capital Assets
City of Port Orange
1000 City Center Circle | Port Orange, FL 32129
Office: 386.506.5706 | Email: asylvester@port-orange.org
Website: www.port-orange.org





6/20/2019

CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075002

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	COPY 6/20/19	
STATE:	TAX EXEMPT #85-80	2621673C-3
FED. EXCISE TAX #59-80-0185K		
REQUISITION #	0000140971	

VENDOR:

TAW POWER SYSTEMS INC

PO BOX 3381

TAMPA

FL 33601-3381

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

(813) 840-3500 FAX: (813) 217-8075

VENDOR #:		258945		DATE NEEDED:		6/30/19		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST			
1	2	EA	REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE TO THE LATEST CONTROLLERS FROM KOHLER EMERGENCY REQUEST AS DEFINED IN THE PURCHASING ORDINANCE 2-271. TO BE RATIFIED BY CC ON 8/6/19 AS ITEM #2019-8348. PROJECT #: SSP018	40304005354610	5587.50	11175.00			
REMARKS						TOTAL			
EMERGENCY PURCHASE ORDER						11175.00			

Approved By: *[Signature]* 6/20/19
Business Manager/Budget Analyst
City of Port Orange
Public Works & Utilities Department

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

[Signature]

DATE

6/20/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

7/16/2019

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

COPY

Can P.O. be closed out yet?

Yes ☐ No ☒

Received from:

TAW Power Systems, Inc.

PO Box 3381

Tampa, FL 33601-3381

Date Report Prepared: July 10, 2019

Date Delivery Received: July 9, 2019

Division: 0400 Wastewater

Purchase Order: 075002

Unpacked/

Written by: Chris Wall

Reclaimed Water Production Manager: Chris Wall

Public Utilities Director: _____

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
62166825	1	Ea	Removal of existing controller. Supply and install new controller	\$5,587.50	\$5,587.50

TOTAL: \$5,587.50

Remaining Balance of P.O. after receipt of this order : \$5,587.50



7/16/2019



TAW Power Systems, Inc.

PLEASE REMIT TO:
TAW POWER SYSTEMS INC
P.O. BOX 3381
TAMPA, FL 33601-3381

3400 BARTLETT BOULEVARD
TAMPA, FL 32811
Tel: 800-662-6675
Fax: (407) 856-3798

Page 1 of 1

Please reference invoice number with your payment

CITY OF PORT ORANGE
1000 CITY CENTER CIR
Port Orange, FL 32129

Invoice

Date: 07/01/2019
Invoice No.: 26166825
Due date: 07/31/2019
Terms of payment: Net 30 days
Cash discount: None
Customer account: 310861

RECEIVED

JUL 09 2019

City of Port Orange
Public Works & Utilities

Customer PO: 075002
PO release:
Work order:
Our account:
TAW ID: -26-111-55-5

Deliver to CPO - WWTP ATS 1
817 OAK ST
PORT ORANGE, FL 32127

RECEIVED

JUL 05 2019

COPO FINANCE

APPROVED FOR PAYMENT
SP
7/15/19

Nameplate

Serial No: K0701736 Model no: ZCD-566641-1600 Manufacturer: KOHLER kw: 1600 AMP

Service rendered

Performed QUOTED REPAIR for S/O# SO26501713 at CPO - WWTP ATS 1 during June.
REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE THEM TO THE LATEST CONTROLLERS FROM KOHLER, THE EXISTING CONTROLLERS ARE MALFUNCTIONING AND OBSOLETE AND REPLACEMENT PARTS ARE NO LONGER AVAILABLE
TEST OPERATE GENERATOR AND AUTOMATIC TRANSFER SWITCHES TO CONFIRM PROPER OPERATION
THIS PROPOSAL INCLUDES EXPEDITED SHIPPING AND THE ASSOCIATED KOHLER EMERGENCY ORDER FEE

ARRIVED ON SITE AND PERFORMED MAJOR QUOTED WORK SCOPE WITH NO ISSUES.

Project	Transaction text	Line amount
26305091	Service fee	5,587.50
Nontaxable	Taxable	
5,587.50	0.00	
Sales balance	Total discount	
5,587.50	0.00	
Misc. charges	Net amount	
0.00	5,587.50	
Sales tax	Round-off	
0.00	0.00	
Total		5,587.50 USD

NOTICE--PLEASE READ

This invoice and the transactions related hereto are governed by TAW. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at www.tawinc.com/TC3.aspx. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions were agreed to in writing and signed by an authorized officer of Tampa Armature Works, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer of Tampa Armature Works, Inc.

APPROVED BY
Division Manager

Chris Wall
Date 07.10.2019



6/2019

CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075002

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	COPY
STATE:	TAX EXEMPT #85-80 2621673C-3
FED. EXCISE TAX	#59-80-0185K
REQUISITION #	0000140971

VENDOR:

TAW POWER SYSTEMS INC

PO BOX 3381

TAMPA

FL 33601-3381

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

(813) 840-3500 FAX: (813) 217-8075

VENDOR #: 258945			DATE NEEDED: 6/30/19		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	2	EA	REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE TO THE LATEST CONTROLLERS FROM KOHLER EMERGENCY REQUEST AS DEFINED IN THE PURCHASING ORDINANCE 2-271. TO BE RATIFIED BY CC ON 8/6/19 AS ITEM #2019-8348. PROJECT #: SSP018	40304005354610	5587.50	11175.00
COMPLETED						
Approved By: <i>[Signature]</i> 7/16/19 Business Manager/Budget Analyst City of Port Orange Public Works & Utilities Department						
REMARKS EMERGENCY PURCHASE ORDER						TOTAL 11175.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

[Signature]

DATE

6/20/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

7/16/2019

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

COPY

Can P.O. be closed out yet?

Yes ☒ No ☐

Received from:

TAW Power Systems, Inc.

PO Box 3381

Tampa, FL 33601-3381

Date Report Prepared: July 10, 2019

Date Delivery Received: July 9, 2019

Division: 0400 Wastewater

Purchase Order: 075002

Unpacked/

Written by: Chris Wall

Reclaimed Water Production Manager: Chris Wall

Public Utilities Director: _____

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
62166826	1	Ea	Removal of existing controller. Supply and install new controller	\$5,587.50	\$5,587.50
			Please close this purchase order!		

TOTAL: \$5,587.50

Remaining Balance of P.O. after receipt of this order : \$0.00

7/16/2019



TAW Power Systems, Inc.

PLEASE REMIT TO:
TAW POWER SYSTEMS INC
P.O. BOX 3381
TAMPA, FL 33601-3381

RECEIVED

3480 BARTLETT BOULEVARD
ORLANDO, FL 32811
Tel: 800-662-6675
Fax: (407) 856-3798

JUL 09 2019

Page 1 of 1

Please reference invoice number with your payment
City of Port Orange
Public Works & Utilities

CITY OF PORT ORANGE
1000 CITY CENTER CIR
Port Orange, FL 32129

Invoice

Date: 07/01/2019
Invoice No.: 26166826
Due date: 07/31/2019
Terms of payment: Net 30 days
Cash discount: None
Customer account: 310861

Customer PO: 075002
PO release:
Work order:
Our account:
TAW ID: -26-111-33-3

Deliver to CPO - WWTP ATS 2
817 OAK ST
PORT ORANGE, FL 32127

RECEIVED

JUL 05 2019

COPO FINANCE

APPROVED FOR PAYMENT

Date: 7/15/19

Nameplate

Serial No: K0701737 Model no: ZCD-566641-1600 Manufacturer: KOHLER kw: 1600 AMP

Service rendered

Performed QUOTED REPAIR for S/O# SO26501715 at CPO - WWTP ATS 2 during June.
REMOVAL OF EXISTING CONTROLLERS IN TWO (2) AUTOMATIC TRANSFER SWITCHES AND UPGRADE THEM TO THE LATEST
CONTROLLERS FROM KOHLER, THE EXISTING CONTROLLERS ARE MALFUNCTIONING AND OBSOLETE AND REPLACEMENT
PARTS ARE NO LONGER AVAILABLE
TEST OPERATE GENERATOR AND AUTOMATIC TRANSFER SWITCHES TO CONFIRM PROPER OPERATION
THIS PROPOSAL INCLUDES EXPEDITED SHIPPING AND THE ASSOCIATED KOHLER EMERGENCY ORDER FEE

ARRIVED ON SITE AND PERFORMED MAJOR QUOTED WORK SCOPE WITH NO ISSUES.

Project	Transaction text	Line amount
26305091	Service fee	5,587.50
Nontaxable	Taxable	
5,587.50	0.00	
Sales balance	Total discount	
5,587.50	0.00	
Misc. charges	Net amount	
0.00	5,587.50	
Sales tax	Round-off	
0.00	0.00	
Total		5,587.50 USD

NOTICE--PLEASE READ

This invoice and the transactions related hereto are governed by TAW. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at www.tawinc.com/TC3.aspx. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions were agreed to in writing and signed by an authorized officer of Tampa Armature Works, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer of Tampa Armature Works, Inc.

APPROVED BY
Division Manager

Chris Wall
Date: 07.10.2019



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075005

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	6/21/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000140972

CHANGE DATE: 7/02/19 CHG. NO.: 1

VENDOR:

CIRCUIT BREAKER SALES CO., INC
CIRCUIT BREAKER SALES CO.
P.O. BOX 6130
LAKELAND FL 33807

(863) 646-5099 FAX: (863) 646-8250

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE FL 32127

VENDOR #:	259720	DATE NEEDED:	6/30/19	FOB:	
-----------	--------	--------------	---------	------	--

#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
			***** * * CHANGE ORDER * *****	***** * * * *****		
1	1	EA	RECONDITIONED BREAKER PEF361600LSG PROJECT #: SSP018	40304005354610	15950.00	15950.00
2	1	EA	RETROFIT WITH NEW BREAKER PEF361600LSG RLF361600CU44AA PROJECT #: SSP018	40304005354610	24275.00	24275.00
3	1	EA	EMERGENCY CHANGE ORDER NO 1 TO P O #075005 IN THE AMOUNT OF \$8,550 F OR A REVISED EMERGENCY PURCHASE ORDER AMOUNT OF \$48,775. CHANGE ORDER REQUIRED FOR EXPEDITED SH IPPING AND TO PURCHASE A	40304005354610	8550.00	8550.00

COMPLETED

Approved By: *[Signature]*
Business Manager/Budget Analyst
City of Port Orange
Public Works & Utilities Department

REMARKS

EMERGENCY PURCHASE OF REPAIR PARTS FOR GENERATOR

TOTAL

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

[Signature]

DATE

6/21/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

075005

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLEP.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

CHANGE DATE: 7/02/19 CHG. NO.: 1

VENDOR:
CIRCUIT BREAKER SALES CO., INCSHIP TO:
CITY OF PORT ORANGE

DATE:	6/21/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000140972

(863) 646-5099 FAX: (863) 646-8250

VENDOR #:		DATE NEEDED:	FOB:			
259720		6/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
3			***** * * CHANGE ORDER * *****	***** * * * *****		
			EMERGENCY CHANGE ORDER NO 1 TO PO #075005 "NEW" BREAKER INSTEAD OF A "RECONDITIONED" ONE. THIS ITEM WAS SET FOR RAT IFICATION ON 8/6/19, BUT HAS BEEN MOVED TO THE 8/2 0/19 AGENDA DUE TO REPAIRS ARE NOT COMPLETE AND MAY HAVE ADDITIONAL COSTS. PROJECT #: SSP018			
REMARKS EMERGENCY PURCHASE OF REPAIR PARTS FOR GENERATOR					TOTAL	48775.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X MPH

DATE

6/21/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000141000

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: DEPARTMENT APPROVAL
REASON: URGENT - CHANGE ORDER NO 1 TO PO #075005

DATE: 7/01/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 259720 CIRCUIT BREAKER SALES CO., INC

DELIVER BY DATE: 7/30/19

1 EMERGENCY CHANGE ORDER NO 1 TO PO #075005
IN THE AMOUNT OF \$8,550 FOR A REVISED EMERGENCY
PURCHASE ORDER AMOUNT OF \$48,775. CHANGE ORDER
REQUIRED FOR EXPEDITED SHIPPING AND TO PURCHASE A
"NEW" BREAKER INSTEAD OF A "RECONDITIONED" ONE.

1.00 EA 8550.0000 8550.00

THIS ITEM WAS SET FOR RATIFICATION ON 8/6/19, BUT
HAS BEEN MOVED TO THE 8/20/19 AGENDA DUE TO
REPAIRS ARE NOT COMPLETE AND MAY HAVE ADDITIONAL
COSTS.
COMMODITY: ELECTRICAL EQUIP & SUPPLY
SUBCOMMOD: CIRCUIT BREAKERS

REQUISITION TOTAL: 8550.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	REPAIR & MAINT. SERVICES	PROJECT	AMOUNT
1	40304005354610	GENERAL EQUIP MAINT	SSP018 U Generator Replacements	8550.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION.
SET FOR CC RATIFICATION ON 8/20/19 #2019-8348
July 1 10:42:41 AM jwigins*****

BUDGET TRANSFER IS ALREADY PENDING IN FINANCE
July 1, 2019 10:43:19 AM jwigins.

OK
pr. jw
[Signature]

CIRCUIT BREAKER SALES, Inc.

A Group CBS Company

Estimate of Costs

Address 5385 Gateway Blvd
Suite 19
Lakeland, FL 33811
USA

Created Date 6/28/2019
Expiration Date 7/19/2019
Quote Number 00097629

Prepared By Paige Hahn
Email phahn@cbsales.com

Contact Name John Baller
Phone (386) 290-1125
Email jballer@port-orange.org

Bill To Name City of Port Orange
Bill To 1000 City Center Circle
Port Orange, FL 32129
USA

Ship To Name City of Port Orange
Ship To 1000 City Center Circle
Port Orange, FL 32129
USA

Condition	Manufacturer	Product	Product Description	Quantity	Sales Price	Total Price	Lead Time
New Replacement	Square D	PEF361600LS Retrofit with New RLF36160CU33A	RLF36160CU33A Retrofit to replace PEF361600LS includes the following New Square D Products: 1] RLF36160CU33A, 3P, 100kAIC @ 480v, 1600amp 100% rated frame, 1] Micrologic 5.0A Relay LS trip functions, 1] Adapter Kit 1] Installation Instructions. 1] New Door	1.00	\$24,500.00	\$24,500.00	2 weeks
	Square D	PEF361600LSG Retrofit with New RLF36160CU44A	RLF36160CU44A, 3p, 100Kaic @ 480v, 1600a, 100% rated frame, micrologic 6.0A programmer, LSIG trip functions, with Retrofit Kit to replace the PEF361600LSG, includes New Door, and Neutral CT.	1.00	\$24,275.00	\$24,275.00	4 weeks

Ships From Irving, TX - 75038
Freight Terms Prepaid & Add (15% service charge added)
Subtotal \$48,775.00

Circuit Breaker Sales will match any valid quote from a reputable company for like products.
A 25% restocking fee will apply to cancelled orders.

All quotations are confidential information for the benefit of the party they are issued to. Quotations are for immediate acceptance and all stocked products are subject to prior sale. Prices quoted are estimated based on the information provided at time of quote.

We reserve the right to amend the price and/or delivery upon additional or conflicting information. All orders are pending subject to our standard Terms and Conditions and formal Order Acknowledgment. Thank you for trusting Circuit Breaker Sales. (800) 232-5809

Standard Commercial Terms: \$ US Dollars at time of shipment.

All customers are welcome to visit and inspect their goods prior to payment. We accept cash, American Express, VISA, LOC, Wire Transfer and Paypal. Some orders may require a deposit or other arrangement if production costs or third party material is involved.

Open Accounts are available with Approved Credit. Call your local office to get an application. All International Orders must be settled prior to products leaving USA.



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075005

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	6/21/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000140972

VENDOR:

CIRCUIT BREAKER SALES CO., INC
CIRCUIT BREAKER SALES CO.
P.O. BOX 6130
LAKELAND FL 33807

(863) 646-5099 FAX: (863) 646-8250

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE FL 32127

VENDOR #:			DATE NEEDED:		FOB:	
259720			6/30/19			
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	EA	RECONDITIONED BREAKER PEF361600LSG PROJECT #: SSP018	40304005354610	15950.00	15950.00
2	1	EA	RETROFIT WITH NEW BREAKER PEF361600LSG RLF361600CU44AA PROJECT #: SSP018	40304005354610	24275.00	24275.00
REMARKS EMERGENCY PURCHASE OF REPAIR PARTS FOR GENERATOR					TOTAL	40225.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/21/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000140972

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: DEPARTMENT APPROVAL
REASON: EMERGENCY PURCHASE OF REPAIR PARTS FOR GENERATOR

DATE: 6/19/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 259720 CIRCUIT BREAKER SALES CO., INC

DELIVER BY DATE: 6/30/19

1	RECONDITIONED BREAKER	1.00	EA	15950.0000	15950.00
	PEF361600LSG				
	COMMODITY: ELECTRICAL EQUIP & SUPPLY				
	SUBCOMMOD: CIRCUIT BREAKERS				
2	RETROFIT WITH NEW BREAKER	1.00	EA	24275.0000	24275.00
	PEF361600LSG				
	RLF361600CU44AA				
	COMMODITY: ELECTRICAL EQUIP & SUPPLY				
	SUBCOMMOD: CIRCUIT BREAKERS				

REQUISITION TOTAL: 40225.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	REPAIR & MAINT. SERVICES	PROJECT	AMOUNT
1	40304005354610	GENERAL EQUIP MAINT	SSP018	100.00
2	40304005354610	REPAIR & MAINT. SERVICES	U Generator Replacements	15950.00
		GENERAL EQUIP MAINT	SSP018	24275.00
			U Generator Replacements	40225.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

THIS IS AN EMERGENCY REQUEST UNDER PURCHASING
POLICY 2-271 AND WILL BE RATIFIED BY CC ON 8/6/19
MEETING AS ITEM 2018-8348.

BUDGET TRANSFER IS IN TRANS TO FINANCE TO MOVED
FUNDS FROM 401 0400/6397 SSP018 TO 401 0400/4610
SSP018

PLEASE PROCESS ASAP
June 19, 2019 9:04:15 AM jwiggin.

6/19 P.U.

Emergency

[Signature]

PUBLIC WORKS & UTILITIES DEPARTMENT

Vendor #

Ship to: **WW**
817 Oak Street
Port Orange, FL 32127
386-506-5787

Requisition #:

FUND 403 DEPT. 0400 *DIVISION 535

****Requisitions that are not properly filled out will be returned to the originating dept. for completion****

Quantity	Item Description	Comm Code	Sub Com Code	Proj #	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	PEF361600LSG Reconditioned Breaker	285	014		Each	\$ 15,950.00	\$ 15,950.00	46-10
1.00	PEF361600LSG Retrofit with new RLF361600CU44A Breaker			SPC/DIX	Each	\$ 24,275.00	\$ 24,275.00	
Grand Total						\$ 40,225.00		

JUSTIFICATION: Emergency repair of the Emergency Generator by East Master Liftstation

COMMENTS:

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery
Circuit Breaker Sales, Inc.		\$40,225.00	
Graybar		No Quote	

Business Manager

City Manager (if applicable)

Finance Department

CIRCUIT BREAKER SALES, Inc.

A Group CBS Company

Estimate of Costs

Address 5385 Gateway Blvd
Suite 19
Lakeland, FL 33811
USA

Created Date 6/17/2019
Expiration Date 7/19/2019
Quote Number 00097629

Prepared By Paige Hahn
Email phahn@cbsales.com

Contact Name John Baller
Phone (386) 290-1125
Email jballer@port-orange.org

Bill To Name City of Port Orange
Bill To 1000 City Center Circle
Port Orange, FL 32129
USA

Ship To Name City of Port Orange
Ship To 1000 City Center Circle
Port Orange, FL 32129
USA

Condition	Manufacturer	Product	Product Description	Quantity	Sales Price	Total Price	Lead Time
Reconditioned	Square D	PEF361600LSG	PEF361600LSG, 3p, 100kAIC @ 480v, 100% Rated, 1600amp, MicroLogic LSIG Trip Unit.	1.00	\$15,950.00	\$15,950.00	2-3 days, ARO
	Square D	PEF361600LSG Retrofit with New RLF36160CU44A	RLF36160CU44A, 3p, 100Kaic @ 480v, 1600a, 100% rated frame, micrologic 6.0A programmer, LSIG trip functions, with Retrofit Kit to replace the PEF361600LSG, includes New Door, and Neutral CT.	1.00	\$24,275.00	\$24,275.00	4 weeks

Ships From Irving, TX - 75038
Freight Terms Prepaid & Add (15% service charge added)
Subtotal \$40,225.00

Circuit Breaker Sales will match any valid quote from a reputable company for like products.
A 25% restocking fee will apply to cancelled orders.

All quotations are confidential information for the benefit of the party they are issued to. Quotations are for immediate acceptance and all stocked products are subject to prior sale. Prices quoted are estimated based on the information provided at time of quote.

We reserve the right to amend the price and/or delivery upon additional or conflicting information. All orders are pending subject to our standard Terms and Conditions and formal Order Acknowledgment. Thank you for trusting Circuit Breaker Sales. (800) 232-5809

Standard Commercial Terms: \$ US Dollars at time of shipment.

All customers are welcome to visit and inspect their goods prior to payment. We accept cash, American Express, VISA, LOC, Wire Transfer and Paypal. Some orders may require a deposit or other arrangement if production costs or third party material is involved.

Open Accounts are available with Approved Credit. Call your local office to get an application. All International Orders must be settled prior to products leaving USA.

Wiggins, Julia

From: Sylvester, Alison
Sent: Tuesday, June 18, 2019 11:08 AM
To: Wiggins, Julia
Cc: Reyna-Coffin, Lupe; Fall, Kevin
Subject: Recap -- 403-0400-535.63-97

Hi, Julia –

Just to recap our discussion regarding the above account: Account 403-0400-535.63-97 currently holds the capital budget for Project SSP018 (Generator Replacements). You need to expend a yet-to-be-determined amount within the project that is more appropriately captured as repair & maintenance rather than capital outlay. Since we are staying within the same fund and project, you can request a budget transfer within the project from 63-97 to a **newly created** account line of 403-0400-535.46-10.

I've copied Lupe and Kevin so they can assist with your BT and creating the new account line when you are ready to present the BT.

Please let me know if this does not appropriately capture our discussion and agreement, or if you need any additional assistance!

Thank you,
~Alison

Alison M. Sylvester, MPA
Grants & Contracts Accountant | Capital Assets
City of Port Orange
1000 City Center Circle | Port Orange, FL 32129
Office: 386.506.5706 | Email: asylvester@port-orange.org
Website: www.port-orange.org



RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Can P.O. be closed out yet?

Yes ☒ No ☐

Received from:

Circuit Breaker Sales Co., Inc.

P.O. Box 6130

Lakeland, FL 33807

Date Report Prepared: August 5, 2019

Date Delivery Received: August 2, 2019

Division: 0400 Wastewater

Purchase Order: 075005

Unpacked/

Written by: Chris Wall

Reclaimed Water Production Manager: Chris Wall

Public Utilities Director: _____

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
10-F1676-A	1	Ea	Circuit Breaker for Emergency Generator	\$23,060.00	\$23,060.00
	1	Ea	Circuit Breaker for Utility Main	\$23,275.00	\$23,275.00
	1	Ea	Shipping & Handling	\$786.10	\$786.10
			Please close this purchase order!		

TOTAL: \$47,121.10

Remaining Balance of P.O. after receipt of this order : \$1,653.90

CIRCUIT BREAKER SALES CO., Inc.

A Group CBS Company

1315 Columbine Drive
PO Box 1098
Gainesville, TX 76241

(940) 665-4444 Fax: (940) 665-4681

ISO-QF06-01 Rev 1

Invoice

Invoice Number:

10-F1676-A

Invoice Date:

Jul 31, 2019

Page:

1

Sold To:

City of Port Orange
PO Box 291759
Port Orange, FL 32129-1759

Shipped To:

City of Port Orange
Public Utilities Wastewater
817 Oak Street
Port Orange, FL 32127
USA

Customer ID		Customer PO	Payment Terms	
CITY0380		75005	1% 10, Net 30 Days	
Sales Rep ID		Shipping Method	Ship Date	Due Date
HAHN0020		UPS Ground	7/31/19	8/30/19
Quantity	Item	Description	Unit Price	Extension
1.00	ELEC EQUIP	Square D RLF36160CU44A, 3p, 100Kaic @ 480v, 1600a, 100% rated frame, micrologic 6.0A programmer, LSIG trip functions, with Retrofit Kit to replace the PEF36160	23,060.00	23,060.00
1.00	ELEC EQUIP	Square D RLF36160CU33A Retrofil to replace PEF361600LS includes the following New Square D Products: 1] RLF36160CU33A, 3P, 100kAIC @ 480v, 1600amp 100% rated	23,275.00	23,275.00
1.00	ELEC EQUIP	1] RLF36160CU33A, 3P, 100kAIC @ 480v, 1600amp 100% rated frame,		

Don't forget to check out our website at:

<http://www.distanceissafety.com>

<http://www.circuitbreaker.com>

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment Received	
TOTAL	Continued

TERMS: This invoice acknowledges a contract between Seller and Buyer. Buyer has purchased merchandise from Seller and Seller is contractually entitled to all amounts listed above. Seller retains a security interest in the above listed merchandise until all amounts due hereunder are paid in full. Buyer agrees to pay all of Seller's costs of enforcement or collection of this invoice. Past due amounts will be subject to a late charge of 1.5% per month (18% annually). This contract is made and entered into in Gainesville, TX and is to be governed by the laws of the State of Texas.

A RGA MUST ACCOMPANY ALL RETURNED GOODS IN ORDER TO RECEIVE CREDIT.

CIRCUIT BREAKER SALES CO., Inc.

A Group CBS Company

1315 Columbine Drive
PO Box 1098
Gainesville, TX 76241

(940) 665-4444 Fax: (940) 665-4681

ISO-QF06-01 Rev 1

Invoice

Invoice Number:

10-F1676-A

Invoice Date:

Jul 31, 2019

Page:

2

ORIGINAL

Sold To:

City of Port Orange
PO Box 291759
Port Orange, FL 32129-1759

Shipped To:

City of Port Orange
Public Utilities Wastewater
817 Oak Street
Port Orange, FL 32127
USA

Customer ID		Customer PO		Payment Terms	
CITY0380		75005		1% 10, Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
HAHN0020		UPS Ground		7/31/19	8/30/19
Quantity	Item	Description	Unit Price	Extension	
1.00	SHIP DATE	1] Micrologic 5.0A Relay LS trip functions, 1] Adapter Kit 1] Installation Instructions. 7/31/2019			
1.00	SHIPPING	UPS Tracking # 1Z7E06822452933402 1Z7E06822453767859	786.10	786.10	
APPROVED BY Division Manager  Date 08.05.2019  8/7/19					

Don't forget to check out our website at:

<http://www.distanceissafety.com>

<http://www.circuitbreaker.com>

Subtotal	47,121.10
Sales Tax	
Total Invoice Amount	47,121.10
Payment Received	
TOTAL	47,121.10

TERMS: This invoice acknowledges a contract between Seller and Buyer. Buyer has purchased merchandise from Seller and Seller is contractually entitled to all amounts listed above. Seller retains a security interest in the above listed merchandise until all amounts due hereunder are paid in full. Buyer agrees to pay all of Seller's costs of enforcement or collection of this invoice. Past due amounts will be subject to a late charge of 1.5% per month (18% annually). This contract is made and entered into in Gainesville, TX and is to be governed by the laws of the State of Texas.

A RGA MUST ACCOMPANY ALL RETURNED GOODS IN ORDER TO RECEIVE CREDIT.

CIRCUIT BREAKER SALES CO., INC.

GENERAL TERMS & CONDITIONS

(REVISED 2/01)

CONDITION OF GOODS

All goods are classified and sold according to one of the following classifications:

- **"AS-IS":** Goods are sold "As Is" and "With All Faults". The Buyer acknowledges that no warranties are to be implied on these items.
- **"E - OK":** Goods are sold "Electrically OK" and Seller guarantees that at the time of shipment the goods have been certified to have withstood and passed customary electrical tests. Any claim that the goods are not "E-OK" must be made within 7 working days from receipt of the goods.
- **"R/M" or "REMANUFACTURED":** Goods are sold remanufactured. Seller guarantees that all components have been completely disassembled, remanufactured, and tested to original OEM specifications (as available). All goods sold "R/M" are tested to industry standards which include ANSI C37, NETA, NEMA and OEM (results are provided). Seller guarantees all "R/M" goods for a period of one year from date of shipment, under competent supervision and normal load and usage conditions.
- **"UNUSED/NEW SURPLUS":** Goods are sold in new or unused condition. Seller guarantees that the goods will perform for a period of one year from date of shipment, under competent supervision and normal load and usage conditions.
- **"NEW":** Goods are sold "NEW" from original manufacturer. Seller guarantees all "NEW" goods for a period of one year from date of delivery, under competent supervision and normal load and usage conditions.

PROVISIONS OF WARRANTY

1. All goods are sold subject to the terms and conditions contained herein. Any affirmation or promise shall not be deemed to create an express warranty unless such affirmation or promise is delivered in writing by a duly authorized representative of Seller.
2. All warranty terms will be considered null and void if (i) goods are not paid for in a timely manner and/or if (ii) defects arise which result from Buyer's accident, negligence, abuse or misuse, improper storage or maintenance, improper installation or alterations, and/or repairs performed without the consent of seller.
3. **Limitation of Liability: SELLER WILL NOT BE LIABLE IN CONTRACT OR IN TORT FOR SPECIAL, INDIRECT, INCIDENTAL, COLLATERAL OR CONSEQUENTIAL DAMAGES** resulting from any defect in material or breach of the terms of the purchase order contract or invoice contract. Seller's liability limitation extends to any and all damages beyond the invoiced amount and such limitation specifically includes but is not limited to, loss of profit or revenue, down time costs, equipment costs, and repair costs of third parties. Seller's sole liability will be to replace the defective material if it is determined that there have been no violations of these warranty provisions. In the case of a warranty repair, Seller will pay all standard freight associated with replacing the defect item as provided herein.

PROVISIONS OF ORDER

1. **Acceptance:** All orders are subject to credit approval and will be deemed accepted by (i) issuance of Seller's Acknowledgment of Order or (ii) receipt of the actual order.
2. **Payment Terms:** Unless otherwise specified in writing, terms of payment are in United States Dollars due in full 30 days from date of invoice. Any discount offered will be stated on the invoice. All past due accounts are subject to finance charges of 1½ per month or the maximum rate allowed by law.
3. **Shipping/Freight:** All prices are quoted F.O.B. point of shipment unless otherwise specified in writing. Seller is responsible for adequate packaging but all other transportation related perils are Buyer's responsibility. These responsibilities include but are not limited to; tariffs, strike, ICC regulations, and accidents.
4. **Delivery:** Delivery will be made F.O.B. point of shipment. Shipping dates are approximate and are based on prompt receipt of all necessary information from Buyer.
5. **Force Majeure:** Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, act of God, act of War or any other inability to obtain labor, materials or manufacturing resources due to any cause beyond its reasonable control.
6. **Cancellation:** Orders may be terminated by Buyer only upon written notification prior to shipment and upon payment of reasonable and proper termination charges. Seller may cancel order at any time prior to shipment if in seller's sole opinion, Buyer will be financially unable to pay according to terms. Should Buyer file for or be placed in bankruptcy or be named a defendant in any litigation, Seller shall be entitled to cancel all pending orders.
7. **Security Interest:** Until goods are paid for in full, Buyer hereby grants to Seller an unconditional security interest in (i) all products bought from Seller and (ii) all proceeds of resale therefrom, including all receivables relating thereto. Buyer agrees to execute any and all documents required by Seller to create and perfect the foregoing described security interest.
8. **Choice of Law/Remedies:** All terms and conditions concerning agreements, orders and payments are to be governed by the provisions of the laws of the State of Texas and venue is proper in Cooke County, Texas. Buyer agrees to pay all of Seller's expenses including reasonable attorney's fees, incurred by Seller in connection with any breach by Buyer of the terms of this contract or any order.
9. **Taxes/Fees:** Prices do not include any federal, state, local or other taxes. Buyer agrees to be responsible for any and all taxes associated with any order and also agrees to specifically indemnify Seller from any expense so related.
10. **Miscellaneous:** All clerical or typographical errors are subject to correction. The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraph nor any other provision or paragraph contained herein.

THE WARRANTIES SET FORTH IN THESE PROVISIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). EXCEPT AS PROVIDED HEREIN, ALL OTHER WARRANTIES ARE EXPRESSLY DENIED.
© 2000-2001 Circuit Breaker Sales Co., Inc.

8/7/2019



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075094

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: 8/01/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # 0000141068

VENDOR:

TAW POWER SYSTEMS INC

PO BOX 3381

TAMPA

FL 33601-3381

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

(813) 840-3500 FAX: (813) 217-8075

VENDOR #:		DATE NEEDED:		FOB:		
258945		8/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	JOB	SERVICE CALL FOR INSPECTION AND TROUBLESHOOT CONTROLLER F OR THE STANDBY GENERATOR, DATED 6/15/19 ITEM WILL BE RATIFIED BY CC ON 8/20/19 UNDER ITEM #2019-8349 PROJECT #: SSP018 <i>cc: julian</i>	40304005354610	1023.75	1023.75
REMARKS					TOTAL	1023.75
SERVICE CALL FOR WRF GENERATOR						

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

COPY

PURCHASING

X

DATE

8/01/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000141068

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: DEPARTMENT APPROVAL
REASON: SERVICE CALL FOR WRF GENERATOR

DATE: 7/22/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 258945 TAW POWER SYSTEMS INC

DELIVER BY DATE: 8/30/19

1 SERVICE CALL FOR INSPECTION AND
TROUBLESHOOT CONTROLER FOR THE STANDBY GENERATOR,
DATED 6/15/19

1.00 JOB 1023.7500 1023.75

ITEM WILL BE RATIFIED BY CC ON 8/20/19 UNDER ITEM
#2019-8349
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

REQUISITION TOTAL: 1023.75

COPY

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	REPAIR & MAINT. SERVICES	PROJECT	AMOUNT
1	40304005354610	GENERAL EQUIP MAINT	SSP018 Generator Replacements	100.00

1023.75

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

SEE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION
July 22, 2019 3:56:09 PM jwiggin.

OK
pu.

[Handwritten signature]

8/7/2019

CITY OF PORT ORANGE
PUBLIC WORKS & UTILITIES DEPARTMENT

Emergency Requisition Request

Date: **July 19, 2019**

Vendor #

Vendor: **TAW Power Systems Group**
1500 NW 15th Street
Pompeno Beach FL 33069
p (800) 876-0990
f (954) 977-0611

Ship to: **WW**

817 Oak Street

Port Orange, FL 32127

386-506-5787

Requisition #:

FUND 403 DEPT. 0400 *DIVISION 535

Requisitions that are not properly filled out will be returned to the originating dept. for completion

Quantity	Item Description	Comm Code	Sub Com Code	Proj #	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	Service call for inspection and troubleshoot controller for emergency generator on Saturday June 15, 2019.	890	001	557018	Each	\$ 1,023.75	\$ 1,023.75	46-10
Grand Total						\$ 1,023.75		

JUSTIFICATION: Existing controllers are malfunctioning and obsolete. Replacement parts are unavailable.

COMMENTS:

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery


Division Manager / Project Manager

Subal Wiger 7/28/19
Business Manager

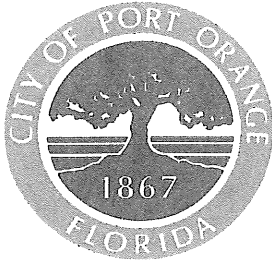
City Manager (if applicable)

COPY

Department Head

Finance Department

8/7/2019



City of Port Orange Public Works & Utilities Department

TO: Lynn Stevens, Public Works & Utilities Director

THRU: Julia Wiggins, Business Manager

THRU: Steve Parnell, Deputy Director of Public Utilities

FROM: Chris Wall, Water Reclamation Facility Manager *Chris*

DATE: July 19, 2019

SUBJECT: Emergency Requisition – TAW Power Systems Group – ATS Controller –
Confirming Order

REQUEST:

The Water Reclamation Facility Manager requests approval for TAW Power Systems Group, 1500 NW 15th Street, Pompano Beach, FL 33069, in the amount of \$1,023.75.

PURPOSE:

The purpose of this request is for the emergency callout that led to purchase two (2) new controllers for the Generator Automatic Transfer Switches (ATS). Emergency generator power is necessary for compliance with State and Federal regulations under Permit # FL0020559.

CONSIDERATION:

The staff at the Water Reclamation Facility utilizes two separate generators to power the operation during a Florida Power & Light (FPL) outage. Each generator has an ATS that, when utility power is interrupted, automatically start the generators and switch over to generator power. The ATS will also transfer power back to FPL once utility power returns.

Both ATS were over twenty-two (22) years old. One of the two existing controllers malfunctioned. A technician from TAW was contacted on Saturday, June 15, 2019, as they are the local representative for the Kohler switches. The technician determined the replacement parts for these controllers were unavailable. Both switches were replaced so the ATS does not fail during a severe storm.

The cost of the emergency callout was not included in the purchase and installation of the new controllers.

COPY

8/7/2019

FUNDING:

Water Reclamation Facility – Equipment Maintenance
403 0400 535 4610 – Project # SSP018

RECOMMENDATION

The Water Reclamation Facility Manager recommends approval for TAW Power Systems Group, 1500 NW 15th Street, Pompano Beach, Fl 33069, in the amount of \$1,023.75.

ANTICIPATED SCHEDULE:

a.) Confirming – Project complete

ATTACHMENTS:

a.) Requisition

b.) Invoice

/cjw

COPY

8/7/2019



TAW Power Systems, Inc.

PLEASE REMIT TO:
TAW POWER SYSTEMS INC
P.O. BOX 3381
TAMPA, FL 33601-3381

3400 BARTLETT BOULEVARD
ORLANDO, FL 32811
Tel: 800-662-6675
Fax: (407) 856-3798

Page 1 of 1

Please reference invoice number with your payment

CITY OF PORT ORANGE
1000 CITY CENTER CIR

Invoice

Date: 07/02/2019
Invoice No.: 26167006
Due date: 08/01/2019
Terms of payment: Net 30 days
Cash discount: None
Customer account: 310861

Customer PO: 386-561-8863
PO release:
Work order:
Our account:
TAW ID: 4614655

Deliver to CPO - WWTP ATS 1
817 OAK ST
PORT ORANGE, FL 32127

RECEIVED

JUL 10 2019

COPO FINANCE

RECEIVED

JUL 12 2019

CITY OF PORT ORANGE
PUBLIC UTILITIES

Nameplate

Serial No: K0701736

Model no: ZCD-566641-1600

Manufacturer: KOHLER

kw: 1600 AMP

Service rendered

Performed TIME AND MATERIAL SERVICE CALL for S/O# SO26501419 at CPO - WWTP ATS 1 during June.
6/15/2019 ARRIVED ON SITE INSPECTED AND TROUBLESHOOT UNIT TO CONFIRM DEFECTIVE MATS TRANSFER SWITCH
CONTROL. RECOMEND TO UPGRADE TO MPAC 1500. UNIT APPEARS TO BE OPERATING PERMISSIVELY BUT A FAULT WITH THE
GEN IS MAKING THE SEN SHUT DOWN WHILE UNDER LOAD. WILL PROVIDE QUOTE FOR TRANSFER SWITCH MOD.
EMERGENCY CALL AFTER HOURS ON SATURDAY.

Project	Transaction text	Line amount
26305091	GEN SERVICE - LABOR	1,023.75

Nontaxable	Taxable					
1,023.75	0.00					
Sales balance	Total discount	Misc. charges	Net amount	Sales tax	Round-off	Total
1,023.75	0.00	0.00	1,023.75	0.00	0.00	1,023.75 USD

NOTICE--PLEASE READ

This invoice and the transactions related hereto are governed by TAW. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at www.tawinc.com/TC3.aspx. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions are signed in writing and signed by an authorized officer of Tampa Armature Works, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer of Tampa Armature Works, Inc.

APPROVED BY
Division Manager

Chris Wall
Date 07-19-2019

Approved for Payment

Date

7-24-19

COPY

CITY OF PORT ORANGE
PUBLIC WORKS & UTILITIES DEPARTMENT
REQUISITION REQUEST

COPY

Date: 08/07/19

Vendor # 252598

Vendor: FDDA

Ship to: WW
Water Reclamation Facility

Requisition #: _____

FUND 403 DEPT. 0400 *DIVISION 535

****Requisitions that are not properly filled out will be returned to the originating dept. for completion****

Quantity	Item Description	Comm Code	Sub Com Code	Proj #	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	Record Credit Invoice #6989570 for tax issued in error on original Invoice #6983399 dated 6/18/19 PO 075102	906	001	SSP018	ea	\$ (1,276.10)	\$ (1,276.10)	4610
1.00	Record Credit Invoice #6979856 for tax issued in error on original Invoice #6969862 dated 6/18/19 PO 075102	906	001	SSP018	ea	\$ (1,276.10)	\$ (1,276.10)	4610
1.00	Record Credit issued by vendor for the returning the generator prior to the end of the 2nd months lease. PO075102	906	001	SSP018	ea	\$ (7,038.44)	\$ (7,038.44)	4610
	This request is part of the Emergency Generator repairs at the Water Reclamation Facility that is set for ratification on 8/20/19							
Grand Total							\$ (9,590.64)	

JUSTIFICATION:

Required to record credits to PO #075102 FDDA

COMMENTS:

See Attached

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery

Division Manager / Project Manager

Business Manager

City Manager (in applicable)

Finance Department

Department Head

INVOICE

4141 SW 30th Avenue
FORT LAUDERDALE, FL 33312

Remit Payment To:

Stewart & Stevenson
P.O. Box 301063
Dallas, Texas 75303-1063

Date	Invoice Number
07/25/19	6989570 RM
Customer Number	Customer P.O.
3733252	BRENT REED
Branch No.	Order Number
392000	8317586 CO
Reference	

"ALL BILLS ARE PAYABLE IN HOUSTON, TX. NET 10 DAYS.
NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE
INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF
18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE,
WHICHEVER IS LESS."

Correspondence Only: P.O. Box 2968 Houston, TX 77252-2968

Administrative and Financial (713) 884-3200

EMAIL: CREDIT@SSSS.COM

THE SALE EVIDENCED BY THIS INVOICE IS SUBJECT TO THE ADDITIONAL TERMS OF SALE INCLUDED HEREIN.

BILL TO: 3733252		SHIP TO: 3733252					
CITY OF PORT ORANGE ACCOUNTS PAYABLE PO BOX 291759 PORT ORANGE FL 32129-1759		CITY OF PORT ORANGE Reclamation Plant 817 Oak St PORT ORANGE FL 32127					
Sales Person	Freight	Final Destination	Bill Of Lading				
	DO NOT USE - SELECT ANOTHER	USA & TERRITORIAL WATERS					
LINE #	PART/DESCRIPTION	UM	ORDER B/O	SHIP	UNIT PRICE	EXTENDED PRICE	TAX
	Shipping Instructions: TAX CREDIT 3983399 RI REF SO 8301122						
	 Tax Group Summary						
	M101272040	6.500	19,964.00-			1,222.84-	
	St: FL	6.000	19,964.00-		1,197.84-		
	Co: VOLUSIA	.500	5,000.00-		25.00-		
	Ct: PORT ORANGE		19,964.00-				
	Ds: PORT ORANGE		19,964.00-				
	TaxID Sold To	TaxID Ship To					
	Tax Cert 85801261267	Tax Expl Code S					

Credit for
Inv # 6983399

[Signature]
Date: 8-7-19

Approved By:
[Signature]
Business Manager/Budget Analyst
City of Port Orange
Public Works & Utilities Department

TERMS/
Pay Instrument

Net 30 Days
Default (A/R & A/P)

EFT Info: JP Morgan Chase, Houston, TX
FED (Wire) ABA: 021000021
ACH ABA: 111000614
Account No. 00103413317

TOTAL

USD

1,222.84-

WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A HANDLING CHARGE WILL BE MADE ON ALL RETURNED MERCHANDISE.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of: a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

INVOICE

4141 SW 30th Avenue
FORT LAUDERDALE, FL 33312

Remit Payment To:

Stewart & Stevenson
P.O. Box 301063
Dallas, Texas 75303-1063

Date	Invoice Number
07/08/19	6979856 RM
Customer Number	Customer P.O.
3733252	BRENT REED
Branch No.	Order Number
392000	8309525 CO
Reference	

"ALL BILLS ARE PAYABLE IN HOUSTON, TX. NET 10 DAYS.
NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE
INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF
18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE,
WHICHEVER IS LESS."

Correspondence Only: P.O. Box 2968 Houston, TX 77252-2968

Administrative and Financial (713) 884-3200

EMAIL: CREDIT@SSSS.COM

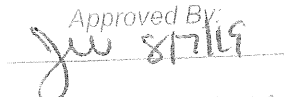
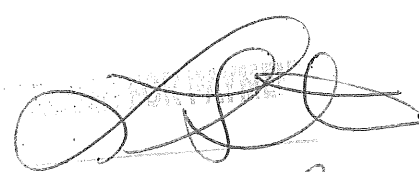
THE SALE EVIDENCED BY THIS INVOICE IS SUBJECT TO THE ADDITIONAL TERMS OF SALE INCLUDED HEREIN.

BILL TO: 3733252

SHIP TO: 3733252

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE FL 32129-1759

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE FL 32129-1759

Sales Person		Freight	Final Destination		Bill Of Lading			
		DO NOT USE - SELECT ANOTHER	USA & TERRITORIAL WATERS					
LINE #	PART/DESCRIPTION		UM	ORDER B/O	SHIP	UNIT PRICE	EXTENDED PRICE	TAX
	Shipping Instructions: TAX CREDIT 6969862 RI REF 8301122 SR							
	 Tax Group Summary							
	M101272040	6.500		20,885.00-				1,278.10-
	St: FL	6.000		20,885.00-		1,253.10-		
	Co: VOLUSIA	.500		5,000.00-		25.00-		
	Ct: PORT ORANGE			20,885.00-				
	Ds: PORT ORANGE			20,885.00-				
	TaxID Sold To		TaxID Ship To					
	Tax Cert 85801261267		Tax Expl Code S					
	Approved By:  Business Manager/Budget Analyst City of Port Orange Public Works & Utilities Department							
	Credit for Tax Inv # 6969862 4/18/19							
	 Date: 8-7-19							

TERMS/
Pay Instrument

Net 30 Days

Default (A/R & A/P)

EFT Info: JP Morgan Chase, Houston, TX
FED (Wire) ABA: 021000021
ACH ABA: 111000614
Account No. 00103413317

TOTAL

USD

1,278.10-

WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A HANDLING CHARGE WILL BE MADE ON ALL RETURNED MERCHANDISE.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, **INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT.** This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. **SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.**

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.

INVOICE

4141 SW 30th Avenue
FORT LAUDERDALE, FL 33312

Remit Payment To:

Stewart & Stevenson
P.O. Box 301063
Dallas, Texas 75303-1063

Date	Invoice Number
08/02/19	6994442 RI
Customer Number	Customer P.O.
3733252	BRENT REED
Branch No.	Order Number
392000	8301122 SR
Reference	

"ALL BILLS ARE PAYABLE IN HOUSTON, TX. NET 10 DAYS.
NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE
INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF
18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE,
WHICHEVER IS LESS."

Correspondence Only: P.O. Box 2968 Houston, TX 77252-2968

Administrative and Financial (713) 884-3200

EMAIL: CREDIT@SSSS.COM

THE SALE EVIDENCED BY THIS INVOICE IS SUBJECT TO THE ADDITIONAL TERMS OF SALE INCLUDED HEREIN.

BILL TO: 3733252				SHIP TO: 3733252					
CITY OF PORT ORANGE ACCOUNTS PAYABLE PO BOX 291759 PORT ORANGE FL 32129-1759				CITY OF PORT ORANGE Reclamation Plant 817 Oak St PORT ORANGE FL 32127					
Sales Person		Freight		Final Destination		Bill Of Lading			
Galimberti, Gabriel		Blank - Do Not Delete		USA & TERRITORIAL WATERS					
LINE #	PART/DESCRIPTION			UM	ORDER B/O	SHIP	UNIT PRICE	EXTENDED PRICE	TAX
	Billed From Date 07/27/19 Billed Thru Date 08/10/19								
9.001	RENTAL-UNITS	DP1000D6SRA-NAV	EA	1.000	1.000		6,880.8900-	6,880.89-	Y
		332753-1-4-0611							
	417298	R0075154							
10.001	RENTAL-MISC	Environmental Fees	EA	1.000	1.000		206.4200-	206.42-	Y
11.001	RENTAL-MISC	Damage Waiver	EA	1.000	1.000		1,032.1300-	1,032.13-	Y
12.001	RENTAL-MISC	(16) 50' Cables	EA	1.000	1.000		720.0000-	720.00-	Y
14.001	RENTAL-MISC	Shipping/Handling Out/Inbound	EA	1.000	1.000		1,801.0000	1,801.00	Y
TaxID Sold To			TaxID Ship To						
Tax Cert 85801261267			Tax Expl Code E						
</									

TERMS/
Pay Instrument

Net 30 Days

Default (A/R & A/P)

EFT Info: JP Morgan Chase, Houston, TX
FED (Wire) ABA: 021000021
ACH ABA: 111000614
Account No. 00103413317

TOTAL

USD

7,038.44-

WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A HANDLING CHARGE WILL BE MADE ON ALL RETURNED MERCHANDISE.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075102

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLEP.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

COPY

VENDOR:

FLORIDA DETROIT DIESEL-ALLISON
C/O STEWART & STEVENSON

FDDA LLC

PO BOX 865016

ORLANDO

FL 32886-5016

(904) 730-4205 FAX: (940) 730-2958

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

DATE: 8/02/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # 0000141075

VENDOR #:		DATE NEEDED:		FOB:		
252598		8/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	JOB	JUNE RENTAL FOR A STANDBY GENERATOR FOR THE WATER RECLAMATION FACILITY WHILE THE CURRENT GENERATOR IS UNDER REPAIRS. PROJECT #: SSP018	40304005354610	20468.76	20468.76
2	1	JOB	JULY RENTAL OF A STANDBY GENERATOR WHILE THE WRF GENERATOR IS UNDER EMERGENCY REPAIRS THIS PURCHASE ORDER REPLACED PO #075001 THAT WAS ISSUED UNDER THE WRONG ACCOUNT; PER THE DIRECTOR RATIFICATION IS SET FOR C ON 8/20/19 UNDER ITEM #2019-8348 DECLARED AN EMERGENCY ON JUNE 6/20/19 PER THE	40304005354610	20468.76	20468.76
REMARKS				TOTAL		
RENTAL FOR STANDBY GENERATOR @ WRF DURING REPAIRS				TOTAL		

COMPLETED

Approved By:

8/17/19

Business Manager/Budget Analyst
City of Port Orange
Public Works & Utilities DepartmentMan. Rep. for
tax credit pending

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X MPH

DATE

8/02/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

075102

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:	8/02/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000141075

VENDOR:
FLORIDA DETROIT DIESEL-ALLISONSHIP TO:
CITY OF PORT ORANGE

(904) 730-4205 FAX: (940) 730-2958

VENDOR #:		DATE NEEDED:		FOB:		
252598		8/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
2			JULY RENTAL OF A STANDBY DIRECTOR UNDER PURCHASING ORD 2-271, PROJECT #: SSP018			
REMARKS RENTAL FOR STANDBY GENERATOR @ WRF DURING REPAIRS					TOTAL	40937.52

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

8/02/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000141075

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: ALL ITEMS ON ORDER
REASON: RENTAL FOR STANDBY GENERATOR @ WRF DURING REPAIRS

DATE: 7/25/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 252598 FLORIDA DETROIT DIESEL-ALLISON

DELIVER BY DATE: 8/30/19

LINE
NBR DESCRIPTIONQUANTITY UOM UNIT
COSTEXTEND
COST VENDOR PART NUMBER1 JUNE RENTAL FOR A STANDBY
GENERATOR FOR THE WATER RECLAMATION FACILITY WHILE
THE CURRENT GENERATOR IS UNDER REPAIRS.
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

1.00 JOB 20468.7600 20468.76

2 JULY RENTAL OF A STANDBY
GENERATOR WHILE THE WRF GENERATOR IS UNDER
EMERGENCY REPAIRS

1.00 JOB 20468.7600 20468.76

THIS PURCHASE ORDER REPLACED PO #075001 THAT WAS
ISSUED UNDER THE WRONG ACCOUNT; PER THE DIRECTOR
RATIFICATION IS SET FOR CC ON 8/20/19 UNDER ITEM
#2019-8348DECLARED AN EMERGENCY ON JUNE 6/20/19 PER THE
DIRECTOR UNDER PURCHASING ORD 2-271,
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

REQUISITION TOTAL: 40937.52

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	REPAIR & MAINT. SERVICES	PROJECT	AMOUNT
1	40304005354610	GENERAL EQUIP MAINT	SSP018	20468.76
2	40304005354610	REPAIR & MAINT. SERVICES	U Generator Replacements	20468.76
		GENERAL EQUIP MAINT	SSP018	40937.52

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

SEE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION.
A BUDGET TRANSFER REQUEST HAS BEEN ATTACHED TO
SHOW FUNDING. THIS BT WILL BE EMAILED TO FINANCE
AS SOON AS IT IS SIGNED BY THE DIRECTOR.THIS PURCHASE ORDER REPLACES THE ORIGINAL PO
#075001 ISSUED UNDER THE WRONG ACCOUNT PER THE
DIRECTOR. THE NEW REQUEST IS FOR TWO MONTHS
RENTAL, REPAIRS HAVE NOT BEEN COMPLETED.

PURCHASE REQUISITION NBR: 0000141075

REQUISITION BY: WIGGINS-BUSINESS MANAGER

STATUS: ALL ITEMS ON ORDER
REASON: RENTAL FOR STANDBY GENERATOR @ WRF DURING REPAIRS

DATE: 7/25/19

SHIP TO LOCATION: PUB UTIL-WASTEWATER

SUGGESTED VENDOR: 252598 FLORIDA DETROIT DIESEL-ALLISON

DELIVER BY DATE: 8/30/19

REQUISITION COMMENTS:

July 25, 2019 7:36:21 AM jwiggins.

Budget over-ride authorized. BT request received
by Finance Dept provides available funds. Entered
in Expense Contracts spreadsheet.
August 1, 2019 8:29:33 AM asylvester.

Budget over-ride authorized. BT request received
by Finance Dept provides available funds. Entered
in Expense Contracts spreadsheet.
August 1, 2019 8:36:31 AM asylvester.

EMERGENCY PURCHASE PER LYNN STEVENS AND PER JULIA
WIGGINS CITING: This as an EMERGENCY per the
Purchasing Policy 2-271. We will be presenting
all this to Council for ratification on 8/6/19 as
item #2019-8348.
RENTAL AGREEMENT AND 2 EMAILS ATTACHED BUDGET
TRANSFER IN PROGRESS PER ALISON SYLVESTER.
REQUISITION 141075 IS ASSOCIATED WITH REQ. 140971
AND 140972
August 1, 2019 8:41:48 AM jcastro.
THIS PURCHASE ORDER REPLACES THE ORIGINAL PO
#075001 ISSUED UNDER THE WRONG ACCOUNT PER THE
DIRECTOR. THE NEW REQUEST IS FOR TWO MONTHS
RENTAL. REPAIRS HAVE NOT BEEN COMPLETED.
July 25, 2019 7:36:21 AM jwiggins.
August 1, 2019 8:42:20 AM jcastro.
Budget Transfer in Progress per Alison Sylvester
August 1, 2019 8:47:49 AM jcastro.

Date: 07/24/19

Vendor: FDDA
c/o Stewart & Stevenson

Ship to: WW
Water Reclamation Facility

FUND 403 DEPT. 0400 *DIVISION 535

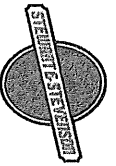
Quantity	Item Description	Comm Code	Sub Com Code	Proj #	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	June Rental for a Standby	906	001	SSP018	Mth	\$ 20,468.76	\$ 20,468.76	4610
	Emergency at the Water Reclamation Facility							
1.00	July Rental for a Standby	906	001	SSP018	Mth	\$ 20,468.76	\$ 20,468.76	4610
	Emergency at the Water Reclamation Facility							
	Note: Replacement for PO #075001 issued under the wrong account number							
	Ratification for CC on 8/20/19 under item #2019-8348							
	Declared an emergency per the Director per Purch Ord 2-271							
Grand Total							\$ 40,937.52	

	Rental of Stand by Generator for WRF
COMMENTS:	Replaces PO #075001, see attached

Vendor Name	Terms	Total Amount	Delivery

Business Manager

Finance Department



Rental Agreement

OPERATING RESPONSIBILITIES

1. Check engine oil and fluid levels daily.
2. Add make up fluids as necessary.
3. Clean air filters daily.
4. Repair flat or damaged tires.
5. Provide trained operator.
6. Notify lessor to terminate rental.
7. Pay all damage to unit.
8. Periodic maintenance due at 250hr intervals.*

* Customer responsibility to contact S&S Rental Dept. for maintenance policies.

LEASE AGREEMENT Terms and Conditions

1. Condition of Equipment. The receipt and acceptance by Lessee of the items of machinery, equipment and other personal property being leased as further described herein ("Equipment") shall constitute acknowledgement by Lessee that such Equipment has been accepted and found in good, safe and serviceable condition, and fit for use, unless Lessee makes a claim to the contrary to Lessor by certified mail, return receipt requested, addressed to Lessor's office within three (3) days after receipt of such Equipment. The claim shall set forth in detail the complete nature and condition of the Equipment received. In the event of such claim, Lessor shall have the right to put the Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this agreement.

2. Maintenance and Repair. Lessor will provide maintenance and repairs as required by normal use of the Equipment except such routine maintenance as is set out under "Operating Responsibilities" below. Repairs or other service made necessary by damage to the Equipment or Lessee's misuse or extraordinary use or inadequate routine maintenance of the Equipment will be performed by Lessor at Lessee's expense. Lessor may perform maintenance and repairs of the Equipment at any time.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

RENTED TO: 3733252

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE FL 32129-1759

SHIP TO: 3733252

CITY OF PORT ORANGE
Reclamation Plant
817 Oak St
PORT ORANGE FL 32127

Delivery Instructions: Brent Reed 386-233-5130

386-290-1125

Date	Time	Contract No.	BR#	SLSM	Customer P.O. #	Terms	Rental Freq.			
06/17/19	11:44:40	8301122 SR 00392	392000		BRENT REED	M	Monthly	Page 1 of 2		
Line Number	Rental Date/ Asset Number	Unit Number	Hourly/ Serial Number	Daily/ Replacement Value	Weekly/ Asset Description	Monthly	O.T. Charge	Min. Charge	Hour Meter	
8.000	06/16/19 417298	R0075154	0.0000 332753-1-4-0611	0.0000 350,000.00	0.0000 DP1000D6SRA-NAV	15,482.0000	0.0000		3636	15,482.00
price reflects snpl shift rate (up to 8hrs day, 40hrs week, 176hrs month) rate X 1.5 for dbl shift (up to 16hrs day, 80hrs week, 352hrs month) rate X 2.0 for trpl shift (unlimited run time) unit must be returned full of fuel refuel at S&S at \$7.00/gal										
2.000	06/16/19		0.0000	0.0000	0.0000	464.4600	0.0000			464.46
Environmental Fees										
3.000	06/16/19		0.0000	0.0000	0.0000	2,322.3000	0.0000			2,232.30
Damage Waiver										
Lessee (Customer) Signature		Date	Printed Name		Title	Lessor (Dealer)		By		
Date Out	Time Out	Hour Meter Out	Date	Title		Time In	Hour Meter In	Date		
Return Signature Lessee (Customer)		Date	Title		Return Signature (Dealer)	Date				
Continued										
Original										

Continued

Original



Date	Time	Contract No.	BR#	SLSM	Customer P.O. #	Terms	Rental Freq.		
06/17/19	11:44:40	8301122 SR	00392	392000	BRENT REED	M	Monthly		
Line Number Ship Date	Rental Date/ Asset Number	Unit Number	Hourly/ Serial Number	Daily/ Replacement Value	Weekly/ Asset Description	Monthly	O.T. Charge	Min. Charge	Hour Meter
4.000	06/16/19		0.0000	0.0000	0.0000	1,440.0000	0.0000		1,440.00
			(16) 50 Cables		"				
6.000	06/16/19		0.0000	0.0000	0.0000	0.0000	0.0000		
			Shipping/Handling Outboun		"				
7.000	06/16/19		0.0000	0.0000	0.0000	0.0000	0.0000		850.00
			Afterhours Callout Fee		"				
Lessee (Customer) Signature		Date	Printed Name		Title	Lessor (Dealer)		By	
Date Out	Time Out	Hour Meter Out		Date In	Time In		Hour Meter In		
Return Signature Lessee (Customer)				Date	Title	Return Signature (Dealer)			

20,468.76

Original

Page 2 of 2

Continued

4. **Damages to Equipment.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Equipment. Lessee shall not allow the Equipment to be subjected to any careless, needless, or rough use. All risk of loss or damage to the Equipment shall be borne by Lessee.

notice, remove the Equipment and cancel this agreement.

Insurance shall also provide for a 30 day notice of cancellation to Lessor. Said Insurance shall be on a primary and not on an excess basis. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.

insurance, then Lessor may (but shall have no obligation to) provide the appropriate insurance and charge Lessee for said service. Lessee agrees to pay all fees and costs associated with the provision of said insurance as additional lease rental.

THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW OR OTHERWISE.

4. **authority.** It is expressly understood that the parties signing this agreement have done so with full and proper authority for the corporation or entity they purport to represent.

11. Continuation of Rental. Except as otherwise set forth herein, rental of the Equipment shall continue subject to the terms of this agreement until the Equipment is returned to facility of Lessor.

12. Approval. This Agreement shall not be binding upon Lessor until approval of an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this agreement in the space provided therefor.

RESULT FROM THE FAILURE OF THE EQUIPMENT. FURTHER, LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT.

device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

16. Inspection. Lessor and its representatives may, for the purpose of inspection of the Equipment, at all reasonable times, enter upon any job, building or place where the Equipment is located.

permutation of London.

Equipment returned beyond the rental period or subject to excessive hourly usage will be subject to an additional charge in accordance with Lessor's rental return policy.

becomes subject to contamination from any hazardous or toxic substances.

shall not bar Lesson's right to repossess any and all of the Equipment.

Box 1. *How do you estimate the probability that a student will be judged as having a learning or social behavior problem?*

24. Taxes. Lessee shall pay all applicable taxes.

been considered in the guaranteed minimum rental

27. Damage Waiver (NOT INSURANCE). Lessee accepts the Damage Waiver as set forth below. If Lessee accepts and pays for Damage Waiver, then Lessor agrees to waive such title of off-har as described below in an amount not to exceed 50% of the replacement cost of three (3) times the actual cash value of the equipment less depreciation at the time of loss. In no event is the first 50% of the replacement cost payable by Lessor. The \$500 fee for the Damage Waiver shall be paid by Lessee at the time of signing this Agreement. This agreement shall be binding on all parties who sign it, and shall be enforceable against all parties who sign it, whether or not they are named herein.

utilized in a manner that would constitute a default under the Rental Agreement or the use of the Equipment for any purpose not intended by the Lessor, (j) in any event where damage to the Equipment or any other party involved in the operation of the Equipment is under the influence of an intoxicant or other illegal or controlled substance, or (k) where the use of the Equipment is prohibited by applicable law, regulation, ordinance, or other governmental authority.

Wiggins, Julia

From: Hall, Michael
Sent: Tuesday, July 23, 2019 11:56 AM
To: Wiggins, Julia
Subject: RE: VOID PO #075001 FDDA

Julia,

The aforementioned PO has been terminated.

Have a fantastic rest of your day,

Michael Hall
ERP Support Specialist - Buyer
City of Port Orange
Finance
1000 City Center Circle
Port Orange, Florida. 32129
386-506-5740
386-506-5711 (fax)
mhall@port-orange.org
www.port-orange.org



From: Wiggins, Julia <jwiggins@port-orange.org>
Sent: Tuesday, July 23, 2019 11:37 AM
To: Purchdiv <Purchdiv@port-orange.org>; Brown, Tamar <tbrown@port-orange.org>; Calianno, Janet <jcalianno@port-orange.org>
Cc: Sylvester, Alison <asylvester@port-orange.org>; Stevens, Lynn <lstevens@port-orange.org>; Parnell, Steve <sparnell@port-orange.org>; Wall, Christopher <cwall@port-orange.org>; Neils, Scott <sneils@port-orange.org>
Subject: VOID PO #075001 FDDA

Purchasing & Finance

Per the Public Works & Utilities Director, please void the attached purchase order to Florida Detroit Diesel-Allison. The purchase order was issued to the wrong account number. We will be issuing a replacement requisition under the proper account. This is all related to the Emergency Repair Request for the Water Reclamation Facility (WRF) generator.

The replacement request will be for two (2) months rental instead of one (1). All of this will be ratified by Council on 8/20/19 under Item #2019-8348.

Should you have any questions or concerns, please feel free to contact me.

Thank you and have a wonderful day.

Wiggins, Julia

From: Wiggins, Julia
Sent: Tuesday, July 23, 2019 11:37 AM
To: Purchdiv; Brown, Tamar (tbrown@port-orange.org); Calianno, Janet
Cc: Sylvester, Alison; Stevens, Lynn; Parnell, Steve; Wall, Christopher; Neils, Scott
Subject: VOID PO #075001 FDDA
Attachments: PO NO. 075001_FLORIDA DETROIT DIESEL-ALLISON.PDF

Purchasing & Finance

Per the Public Works & Utilities Director, please void the attached purchase order to Florida Detroit Diesel-Allison. The purchase order was issued to the wrong account number. We will be issuing a replacement requisition under the proper account. This is all related to the Emergency Repair Request for the Water Reclamation Facility (WRF) generator.

The replacement request will be for two (2) months rental instead of one (1). All of this will be ratified by Council on 8/20/19 under Item #2019-8348.

Should you have any questions or concerns, please feel free to contact me.

Thank you and have a wonderful day.

Julia Wiggins
City of Port Orange
Business Manager
Office: (386) 506-5751
Cell: (386) 416-9174
Fax: (386) 756-5370
Email: jwiggins@port-orange.org





CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075001

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:	6/20/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000140953

VENDOR:

FLORIDA DETROIT DIESEL-ALLISON

C/O STEWART & STEVENSON

FDDA LLC

PO BOX 865016

ORLANDO

FL 32886-5016

(904) 730-4205 FAX: (940) 730-2958

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

VENDOR #		252598		DATE NEEDED:		7/30/19		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST			
120468		BLK	EMERGENCY BLANKET PURCHASE ORDER FOR THE RENTAL OF A STANDBY GENERATOR AT THE WATER RECLAMATION FACILITY (WRF) FOR BACKUP WHILE THE CURRENTLY GENERATOR IS UN DER REPAIR. RATIFICATION FOR CC ON 8/ 6/19 AS ITEM #2019-8348 DECLARED AN EMERGENCY UND ER PURCHASING ORDINANCE #2-271 <i>Void - under wrong account # per Director. + Reissue under 40304005354610 jw 7/23/19</i>	40104005354410	1.00	20468.76			
REMARKS EMERGENCY - GENERATOR RENTAL AT WRF						TOTAL		20468.76	

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/20/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



Public Works & Utilities Department
Budget Transfer Request Form

To: FINANCE

From: Julia Wiggins
Business Manager

Date: July 25, 2019

From:

Acct Description	Account #	Project #/Title	Amount
Prj Cap Outlay (WRF)	403 0400 535 6397	SSP012 (WRF Electrical)	\$60,000

To:

Acct Description	Account #	Project #/Title	Amount
Gen Eq Maint (WRF)	403 0400 535 4610	SSP018 (Generator R&R)	\$60,000

Reason: Required to provide additional funding for the emergency repair of the Water Reclamation Facility Standby Generator.

Dept. Approval:

Lynn Stevens, Public Works & Utilities Director

Date

CC: Steve Parnell, Deputy Director of Public Utilities
Chris Wall, Water Reclamation Facility Manager

Jul 25, 2019 7:18:09 AM EDT

File Edit Commands Help

SECTOR

403-0400-535-63-97

Account miscellaneous
Budget miscellaneous
Encumbrances
Pre-encumbrances
Transactions
Detail by date
Detail by code
Detail by year & code
Pending by date
Pending by code
Pending by year
Procurement card

Print
Cancel
Exit
Previous acc...
Next account
2018
2020
Account activi...
Pending trans...
Images
Budget alloca...

Account Information

Q IMP. OTHER THAN BLDGS / PROJ CAPITAL OUTLAY
Fiscal year: 2019 Dr
Budget: 3,637,812.00
Committed: 492,442.56
Q Balance: 3,145,369.44

Project Data

Q	SSP006	U SW Plt Imp 20	.00
Q	SSP007	U Rec Wtr Plnt	.00
Q	SSP008	U Rec Wtr Plnt	.00
Q	SSP009	U BioSolidsTrt	.00
Q	SSP011	U WWTp InflntSt	4,324.63
Q	SSP012	U WRF ElecSysRp	1,075,000.00
Q	SSP015	U WRF Ops Bldg	67,639.00
Q	SSP018	U Generator Rep	28,000.00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	1,179.07	1,179.07
Q 02 November	45,017.78	46,196.85
Q 03 December	.00	46,196.85
Q 04 January	166,704.08	212,900.93
Q 05 February	43,760.51	256,661.54

Payment Information

Vendor	Total
Q SANDERS COMPANY, INC.	4,950.00
Q BETTER BARRICADES, INC.	1,100.00
Q FLORIDA DETROIT DIESEL-ALLISON	53,550.96
Q KIMLEY-HORN AND ASSOCIATES, IN	9,695.65
Q KYLEN WATER SOLUTIONS USA INC	78,516.00
Q HEAD & HUNT, INC	19,250.00
Q J & H WATERSTOP UTILITIES, INC	11,650.00

Encumbrances

PO #	Vendor	Balance
Q 072794	ECONOMY ELECTRIC COMP	.00
Q 072795	RING POWER CORPORATIO	.00
Q 073335	KIMLEY-HORN AND ASSOC	.00
Q 073784	PETTICOAT-SCHMITT CIV	5.27
Q 073940	FLORIDA DETROIT DIESE	.00
Q 073945	FLORIDA DETROIT DIESE	.00
Q 074174	BETTER BARRICADES, IN	.00

Pre Encumbrances

Type	Req/PO	Project	Balance
RQ	0000141051	SSP002	24,640.00

Segment/Balance Details

Fund	403	W/S R&R FUND (A)
Department	04	*WASTEWATER TREATMENT
Division	00	WASTEWATER TREATMENT
Activity basic	53	PHYSICAL ENVIRONMENT
Sub activity	5	SEWER SERVICES
Element	63	IMP. OTHER THAN BLDGS
Object	97	PROJ CAPITAL OUTLAY

Original Budget 1,350,000.00
Revised Budget 3,637,812.00
Current expenditures 22,055.15
YTD expenditures 402,591.33
Unposted expenditures .00
Encumbrances 42,996.08
Unposted encumbrances .00

move \$60,000 SSP012
to 403 0400 535 4610
SSP018

403-0400-535.46-10

- ☒ Account miscellaneous
- ☒ Budget miscellaneous
- ☒ Encumbrances
- ☒ Pre-encumbrances
- ☒ Transactions
 - ☒ Detail by date
 - ☒ Detail by code
 - ☒ Detail by year & code
 - ☒ Pending by date
 - ☒ Pending by code
 - ☒ Pending by year & code
 - ☒ Procurement contracts

Print
Cancel
Exit
Previous acc...
Next account
2018
2020
Account activi...
Pending trans...
Images
Budget alloca...

Account information

Account information	
Q. REPAIR & MAINT. SERVICES / GENERAL EQUIP MAINT	
Fiscal year: 2019	Dr
Budget:	80,000.00
Committed:	62,123.75
Balance:	17,876.25

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	.00	.00
Q 02 November	.00	.00
Q 03 December	.00	.00
Q 04 January	.00	.00
Q 05 February	.00	.00

Encumbrances

	PO #	Vendor	Balance
Q	075002	TAN POWER SYSTEMS INC	.00
Q	075005	CIRCUIT BREAKER SALES	48,775.00

Segment/Balance Details

Segment/Balance Detail			W/S R&R FUND (A)
Fund	403		*WASTEWATER TREATMENT
Department	04		WASTEWATER TREATMENT
Division	00		PHYSICAL ENVIRONMENT
Activity basic	53		SEWER SERVICES
Sub activity	5		REPAIR & MAINT. SERVICES
Element	46		GENERAL EQUIP MAINT
Object	10		

Project Data

Project Entry Required	17,876.25
Q. SSP018 U Generator Rep	

Payment Information

Vendor	(* indicates pending)	Total
Q. TAW POWER SYSTEMS INC		11,175.00

Pre Encumbrances

Type	Req/PO	Project	Balance
RQ	GGG0141066	SSP018	1,150.00
RO	GGG0141068	SSP018	1,023.75

Original Budget	.00
Revised Budget	88,600.00
Current expenditures	11,175.00
YTD expenditures	.00
Unposted expenditures	.00
Encumbrances	48,775.00
Unposted encumbrances	.00
Encumbrances	2,125.00

INVOICE

Remit Payment To:

Stewart & Stevenson
P.O. Box 301063
Dallas, Texas 75303-1063

4141 SW 30th Avenue
FORT LAUDERDALE, FL 33312

Date	06/18/19	Invoice Number	6969862 RI
Customer Number	3733252	Customer P.O.	BRENT REED
Branch No.	392000	Order Number	8301122 SR
Reference			

"ALL BILLS ARE PAYABLE IN HOUSTON, TX. NET 10 DAYS.
NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE
INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF
18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE,
WHICHEVER IS LESS."

Correspondence Only: P.O. Box 2968 Houston, TX 77252-2968

Administrative and Financial (713) 884-3200

EMAIL: CREDIT@SSSS.COM

THE SALE EVIDENCED BY THIS INVOICE IS SUBJECT TO THE ADDITIONAL TERMS OF SALE INCLUDED HEREIN.

BILL TO: 3733252

SHIP TO: 3733252

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE FL 32129-1759

CITY OF PORT ORANGE
Reclamation Plant
817 Oak St
PORT ORANGE FL 32127

Sales Person		Freight	Final Destination		Bill Of Lading			
Galimberti, Gabriel		Blank - Do Not Delete	USA & TERRITORIAL WATERS					
LINE #	PART/DESCRIPTION		UM	ORDER B/O	SHIP	UNIT PRICE	EXTENDED PRICE	TAX
	Billed From Date 06/16/19 Billed Thru Date 07/13/19							
2.001	RENTAL-MISC	Environmental Fees	EA	1.000	1.000	464.4600	464.46	Y
3.001	RENTAL-MISC	Damage Waiver	EA	1.000	1.000	2,232.3000	2,232.30	Y
4.001	RENTAL-MISC	(17) 50' Cables	EA	1.000	1.000	1,440.0000	1,440.00	Y
7.001	RENTAL-MISC	Afterhours Callout Fee	EA	1.000	1.000	850.0000	850.00	Y
8.001	RENTAL-UNITS	DP1000D6SRA-NAV	EA	1.000	1.000	15,482.0000	15,482.00	Y
		332753-1-4-0611						
417298	R0075154							
	price reflects snl shift rate (up to 8hrs day, 40hrs week, 176hrs month)							
	rate X 1.5 for dbi shift (up to 16hrs day, 80hrs week, 352hrs month) rate X 2.0 for trpl shift							
	(unlimited run time)							
	unit must be returned full of fuel							
	refuel at S&S at \$7.00/gal							
	Tax Group Summary							
	M101272040	6.500		20,468.76			1,278.06	
	St: FL	6.000		20,468.76		1,228.11		
	Co: VOLUSIA	.500		9,986.76		49.95		
	Ct: PORT ORANGE			20,468.76				
	Ds: PORT ORANGE			20,468.76				
	TaxID Sold To		TaxID Ship To					
	Tax Cert 85801261267		Tax Expl Code S					
	RECEIVED							
	JUN 24 2019							
	RECEIVED							
	COPO FINANCE							
	JUN 26 2019							
	CITY OF PORT ORANGE							
	PUBLIC UTILITIES							
	man. Req. for Tax Credit.							
	TAX EXEMPT							
	Chris Wall							
	see rec for credit							
	Approved for Payment							
	Date 5/7/19							
	APPROVED BY							
	Division Manager							
	Chris Wall							
	Date 06.28.2019							

TERMS/
Pay Instrument

Net 30 Days

Default (A/R & A/P)

EFT Info: JP Morgan Chase, Houston, TX
FED (Wire) ABA: 021000021
ACH ABA: 111000614
Account No. 00103413317

TOTAL

USD

21,746.82

WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A HANDLING CHARGE WILL BE MADE ON ALL RETURNED MERCHANDISE.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.



INVOICE

Page 1 of 3

4141 SW 30th Avenue
FORT LAUDERDALE, FL 33312

Remit Payment To:

Stewart & Stevenson
P.O. Box 301063
Dallas, Texas 75303-1063

Date	07/15/19	Invoice Number	6983399 RI
Customer Number	3733252	Customer P.O.	BRENT REED
Branch No.	392000	Order Number	8301122 SR
Reference			

"ALL BILLS ARE PAYABLE IN HOUSTON, TX. NET 10 DAYS.
NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE
INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF
18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE,
WHICHEVER IS LESS."

Correspondence Only: P.O. Box 2968 Houston, TX 77252-2968

Administrative and Financial (713) 884-3200

EMAIL: CREDIT@SSSS.COM

THE SALE EVIDENCED BY THIS INVOICE IS SUBJECT TO THE ADDITIONAL TERMS OF SALE INCLUDED HEREIN.

BILL TO: 3733252

SHIP TO: 3733252

CITY OF PORT ORANGE
ACCOUNTS PAYABLE
PO BOX 291759
PORT ORANGE FL 32129-1759

CITY OF PORT ORANGE
Reclamation Plant
817 Oak St
PORT ORANGE FL 32127

Sales Person		Freight		Final Destination		Bill Of Lading			
Galimberti, Gabriel		Blank - Do Not Delete		USA & TERRITORIAL WATERS					
LINE #	PART/DESCRIPTION			UM	ORDER B/O	SHIP	UNIT PRICE	EXTENDED PRICE	TAX
	Billed From Date 07/14/19 Billed Thru Date 08/10/19								
2.002	RENTAL-MISC	Environmental Fees		EA	1.000	1.000	464.4600	464.46	Y
3.002	RENTAL-MISC	Damage Waiver		EA	1.000	1.000	2,232.3000	2,232.30	Y
4.002	RENTAL-MISC	(17) 50' Cables		EA	1.000	1.000	1,440.0000	1,440.00	Y
8.002	RENTAL-UNITS	DP1000D6SRA-NAV		EA	1.000	1.000	15,482.0000	15,482.00	Y
		332753-1-4-0611							
417298	R0075154								
price reflects snl shift rate (up to 8hrs day, 40hrs week, 176hrs month)									
rate X 1.5 for dbl shift (up to 16hrs day, 80hrs week, 352hrs month) rate X 2.0 for trpl shift									
(unlimited run time)									
unit must be returned full of fuel									
refuel at S&S at \$7.00/gal									
..... Tax Group Summary									
M101272040		6.500			19,618.76			1,222.81	
St: FL		6.000			19,618.76		1,177.11		
Co: VOLUSIA		.500			9,136.76		45.70		
Ct: PORT ORANGE					19,618.76				
Ds: PORT ORANGE					19,618.76				
TaxID Sold To			TaxID Ship To						
Tax Cert 85801261267		Tax Expl Code		S					
Approved By:  8/7/19									
Business Manager/Budget Analyst									
City of Port Orange									
Public Works & Utilities Department									
man. Reg. for Tax credit									
APPROVED FOR BIDDING  19									
Date: 8/7/19									

Approved By: *[Signature]* 8/1/19
Business Manager/Budget Analyst
City of Port Orange
Public Works & Utilities Department

APPROVED
[Signature]
Date: 8/7/19

Man. Reg. for Tax credit

TERMS/
Pay Instrument

Net 30 Days
Default (A/R & A/P)

EFT Info: JP Morgan Chase, Houston, TX
FED (Wire) ABA: 021000021
ACH ABA: 111000614
Account No. 00103413317

TOTAL

USD

20,841.57

WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A HANDLING CHARGE WILL BE MADE ON ALL RETURNED MERCHANDISE.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075105

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	8/06/19
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000141066

VENDOR:

ECONOMY ELECTRIC COMPANY
538 WEST ST
DAYTONA BEACH FL 32114

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
WASTEWATER
817 OAK STREET
PORT ORANGE FL 32127

(386) 252-0573 FAX: (386) 239-0721

VENDOR #:		DATE NEEDED:		FOB:		
51550		8/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	JOB	URGENT REPAIRS TO THE WRF STANDBY GENERATOR. THIS ITEM WILL BE PART OF THE EMERGENCY RATIFICATION SET TO BE AP PROVED BY CC ON 8/20/19 CA6422 PROJECT #: SSP018 CONTRACT #: CA6422	40304005354610	1150.00	1150.00
REMARKS					TOTAL	1150.00
URGENT REPAIR TO WRF GENERATOR - RATIFY AT CC 8/20						

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

8/06/19

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

CITY OF PORT ORANGE
PUBLIC WORKS & UTILITIES DEPARTMENT
REQUISITION REQUEST

COPY

Date: 07/22/19

Vendor # 51550

Vendor: Economy Electric

Ship to: WW

Water Reclaim Facility

Requisition #: _____

FUND	403	DEPT.	0400	*DIVISION	<u>535</u>
------	-----	-------	------	-----------	------------

Requisitions that are not properly filled out will be returned to the originating dept. for completion

[illegible]

JUSTIFICATION:

Repairs for the WRF Generator

COMMENTS: See attached

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery

Division Manager / Project Manager

Business Manager

City Manager (in applicable)

Department Head

Finance Department

PURCHASE REQUISITION NBR: 0000141066
REQUISITION BY: WIGGINS-BUSINESS MANAGER
SHIP TO LOCATION: PUB UTIL-WASTEWATER
STATUS: DEPARTMENT APPROVAL
REASON: URGENT REPAIR TO WRF GENERATOR - RATIFY AT CC 8/20
SUGGESTED VENDOR: 5150 ECONOMY ELECTRIC COMPANY
DATE: 7/22/19
DELIVER BY DATE: 8/30/19

1 URGENT REPAIRS TO THE WRF
STANDBY GENERATOR.
1.00 JOB 1150.0000 1150.00
THIS ITEM WILL BE PART OF THE EMERGENCY
RATIFICATION SET TO BE APPROVED BY CC ON 8/20/19

CA6422
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

REQUISITION TOTAL: 1150.00

ACCOUNT INFORMATION

ACCOUNT	REPAIR & MAINT. SERVICES	PROJECT	AMOUNT
40304005354610	GENERAL EQUIP MAINT	SSP018	1150.00
		U Generator Replacements	100.00
			1150.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION.
THIS ITEM WILL BE PART OF THE EMERGENCY
RATIFICATION SET FOR CC APPROVAL ON 8/20/19 UNDER
ITEM #2019-8348
July 22, 2019 3:36:53 PM jwiggins.

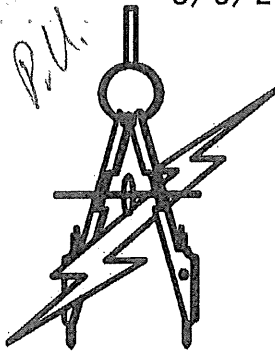
OK for P.U.

[Signature]

Sent email
7/26/19

7/26/19
Please reappx.
in system.

8/6/2019



**Economy
Electric
Company**

538 West Street
Daytona Beach,
FL 32114

Phone (386) 252-0573
Fax (386) 239-0721

ORIGINAL

Invoice

Invoice Number:
35358

Invoice Date:
6/28/19

Page:
1

COPY

Sold To:

CITY OF PORT ORANGE
P.O. BOX 291759
PORT ORANGE, FL 32129

APPROVED BY
Division Manager

Chris Wall
Date: 07-01-2019

Customer ID: CITYOFPORT-UTILITIES

Customer PO/Date Worked	Payment Terms	Due Date
PO#070538	Net 30 Days	7/28/19

Description	Amount
REQUESTED BY: BRENT/JOHN	
LOCATION: WASTE WATER TREATMENT PLANT	
FURNISHED THE NECESSARY LABOR TO:	
06/14/2019 - TROUBLESHOOT SOUTH GENSET BREAKER; ADVISED CUSTOMER TO GET TEMPORARY GENSET.	
LABOR (1 JOURNEYMAN X 5.0 HOURS OVERTIME @ \$75.00 PER HOUR)	375.00
LABOR (1 JOURNEYMAN X 1.0 HOUR REGULAR @ \$50.00 PER HOUR)	50.00
06/15/2019 - CONNECT TEMPORARY GENSET TO EXISTING CAM LOCKS; PERFORMED LOAD TEST; WORK WITH GENSET AND TRANSFER SWITCH REPS TO RESOLVE ISSUES.	
LABOR (1 JOURNEYMAN X 9.0 HOURS OVERTIME @ \$75.00 PER HOUR)	675.00
06/17/2019 - CHECK PHASE ROTATION ON SECOND TEMPORARY GENSET.	
LABOR (1 JOURNEYMAN X 1.0 HOUR REGULAR @ \$50.00 PER HOUR)	50.00

RECEIVED

JUN 28 2019

COPO FINANCE

APPROVED FOR PAYMENT

Date: _____

Subtotal	1,150.00
Sales Tax	
Total Invoice Amount	1,150.00
Payment/Credit Applied	
TOTAL	1,150.00

Check/Credit Memo No:

**CONTRACT TRACKING FILE
FY2019**

VENDOR INFORMATION:

Vendor: Economy Electric
(Latour Enterprizes)

Piggyback / Cty Of
Vol

Vendor No. 51550 Contract Dates: 1/30/18 -11/16/19
Contract No. CA6422 Renweal #1 11/17/19-11/16/20
Renweal #2 11/17/20-11/16/21

Vendor Packet: 3/21/2017 Cent of Ins: 1/1/2019

Acct # See below Bond: not required
W9: yes,2/1/17

Approval Dates:

Original CM January 30, 2018

Amount: \$ -

No spending amt, based off of account budgets

\$ -

\$ -

PUBLIC UTILITIES ALLOCATION

PURCHASE ORDER TRACKING:

\$ -

10/4/2018	139855	074095	WRF	Blanket	\$	10,000.00
10/10/2018	139947	074202	WTP	Blanket	\$	10,000.00
2/15/2019	140557	074702	F/O	Wk @ Warehouse	\$	2,000.00
5/30/2019	140899	074998	CDEVEL	Intercoast Villas	\$	2,775.00
7/22/2019	141066	Pending	WRF	Emg Repair	\$	1,150.00

\$ 25,925.00

PUBLIC WORKS ALLOCATION

PURCHASE ORDER TRACKING:

<u>DATE</u>	<u>REQ #</u>	<u>PO#</u>	<u>DIVISION</u>	<u>TYPE</u>		
10/10/2018	139946	074201	Bld Maintenance	Blanket	\$	25,000.00
12/3/2018	140260	074468	Bld Maintenance	YMCA	\$	22,200.00
6/18/2019	140957	074201	Bld Maintenance	CO-Po074201	\$	10,000.00

Total: \$ 57,200.00

PARKS & RECREATION

PURCHASE ORDER TRACKING:

10/10/2018	139787	074044	Parks	Blanket	\$	10,000.00
					\$	-

Total: \$ 10,000.00

- 1.) Contract is admin. by Public Works, amounts as follows:
- 2.) Spending authority is approved when Council approves the annual budget
No spending limit is assigned to contract, based on funds available at the time of request
- 3.) Issued under witten purchase orders
- 5.) Purchase orders from the old contract CA5598 have been changed and add under this new contract

Contact Information:

Name Ann Carter, Accountant
Phone (386) 252-0573
Fax (386) 239-0721
Email anncarter@economyelectricco.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (C9) Approval of Minor Special Event for the First United Methodist Church Annual Pumpkin Patch, Fall Festival and Trunk or Treat

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event request, by the First United Methodist Church located at 305 Dunlawton Avenue.

SUMMARY: The First United Methodist Church (FUMC) has requested a Minor Special Event permit for their annual sale of pumpkins and associated activities. Minor Special Events can be approved by staff administratively, but due to the proposed length of the event, the Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council to approve any Special Event that exceeds seven (7) consecutive calendar days.

The requested event dates for the First United Methodist Church Pumpkin Patch are October 5, 2019, through October 31, 2019, (27 days) from 12:00 PM to 8:00 PM Sunday through Friday, and 10:00 AM to 8:00 PM on Saturday, with a Fall Festival on October 12, 2019, and a Trunk or Treat on October 27, 2019.

The Fall Festival will take place Saturday, October 12 from 11:00 am to 3:00 pm and include bounce houses and other fall related activities and concessions. Trunk or Treat will take place on Saturday October 27, from 5:00 pm to 7:00 pm or until the candy runs out. FUMC Trunk or treat is expecting approximately 700 or more children during the hours of the event and does not anticipate any problems with parking as most people walk in from the neighborhood. Approximately 100 parking spaces will be provided throughout the event in the church parking lots, and the FUMC Administration Building parking lots, on the east side of Orange Avenue. The church will have volunteers to assist the public with traffic and parking. Port Orange Police will be assisting with traffic and pedestrian safety for the duration of the family event.

The pumpkin sales event has occurred at this location for several years and staff is not aware of any issues or concerns associated with the duration of these events. As a result, staff recommends approval of the request to extend the duration of the Minor Special Events beyond seven consecutive calendar days.

Project No.: Funding Account No.:

Presenter:

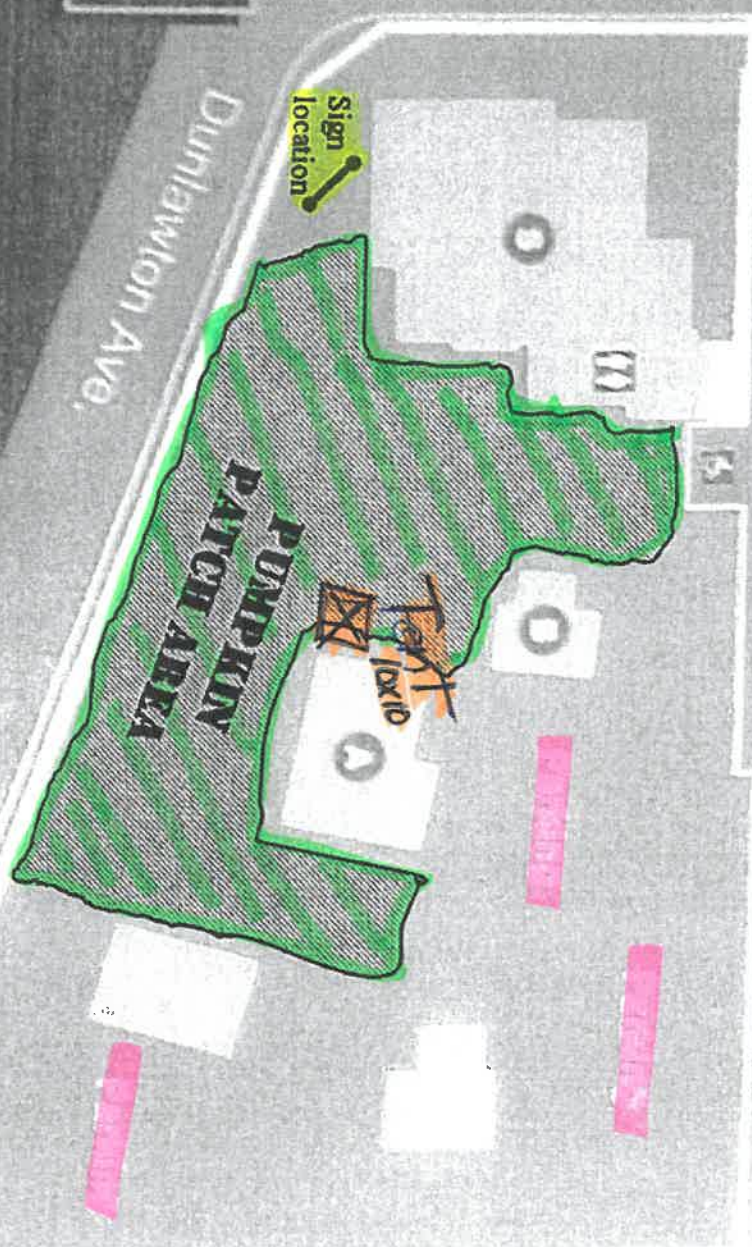
ATTACHMENTS:

1.	Location Maps	Location Maps.pdf
----	---------------	-------------------

Briana Conlan-King	Created/Initiated - 8/12/2019
Tim Burman	Approved - 8/20/2019
Thomas Grimaldi	Approved - 8/23/2019
Ronny Buttrum	Approved - 8/26/2019
Jake Johansson	Approved - 8/27/2019
Robin Fenwick	Final Approval - 8/27/2019

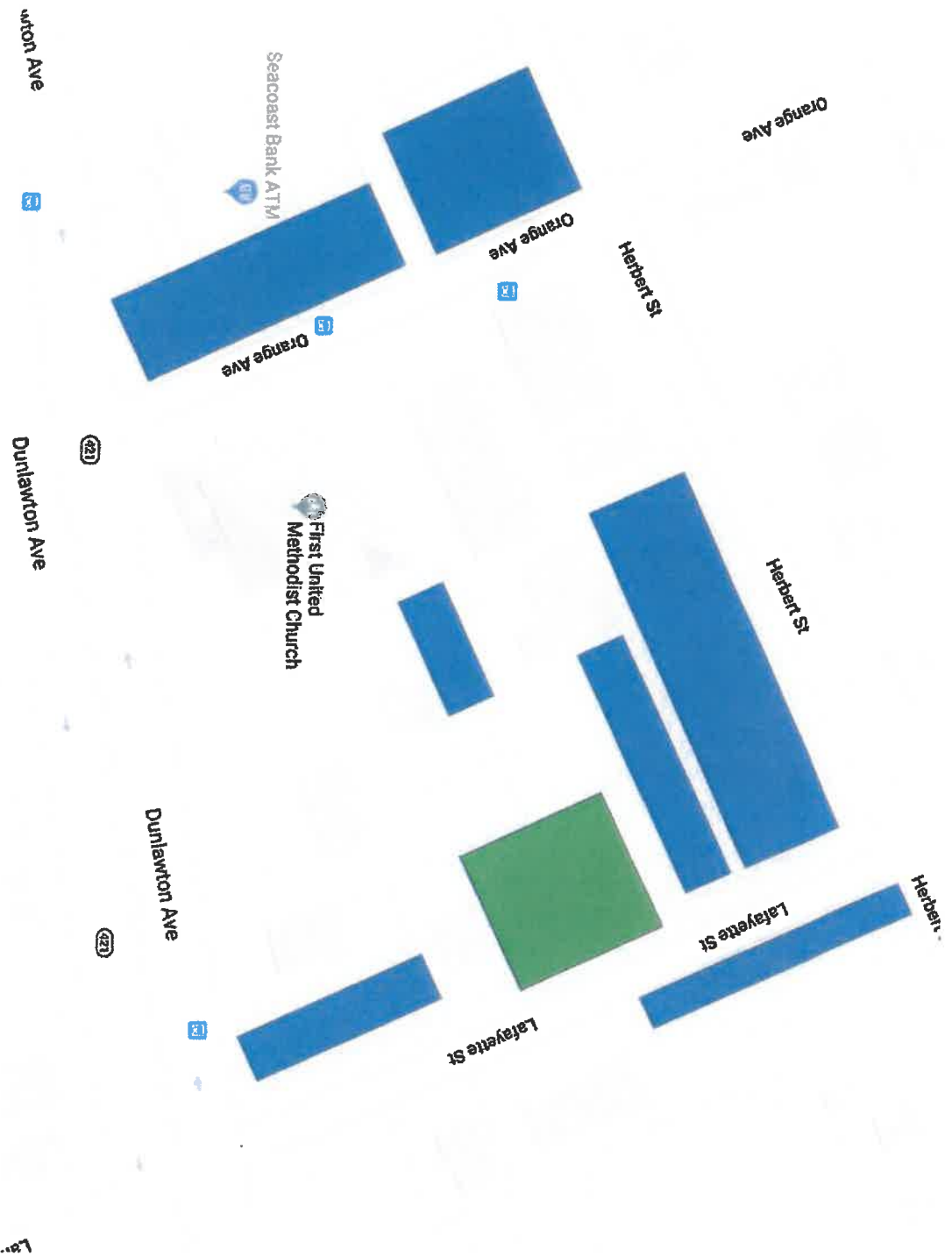
First United
Methodist Church
of Port Orange

- A Administration
- B Multipurpose Room
- C Children & Youth Activity Center (CYAC)
- D Education
- E Fellowship Hall
- F Herbert House
- Restrooms



5-7 PM

- Blue areas indicate parking
- Green area indicates Trunk or Treat area





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (C10) Request Approval to Write Off Renter Utility Balances

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the finance director writing off as uncollectible the attached accounts.

SUMMARY: Request approval of Renter's delinquent balances totaling \$5,081.50. Balances that are over \$50 on the attachment have been with a collection agency over a year and have been returned as uncollectible. Fifty-one (51%) of the total balance is from renters in Mobile Home Parks that are not billed as Master Metered, but, by individual meters for each lot space.

The balances that are under \$50 were considered in-house collections and unsuccessful efforts to collect the balances were performed by the Customer Service Department.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Proposed Utility Write-offs Renter Accounts	Proposed Utility Write-offs Renter Accounts.pdf
----	---	---

Cherie Cadenhead
Scott Neils
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/19/2019
Approved - 8/26/2019
Approved - 8/26/2019
Approved - 8/27/2019
Final Approval - 8/27/2019

Proposed Utility Account Write-offs

Renter Accounts

#	Customer ID	Location Address	Termination Date	Amount of Write-off	Comments
1	164465-7995	908 Silver Leaf	3/2/2018	\$ 61.51	Collection Agency Return-Uncollectible
2	173649-82	3547 Forest Branch Dr	5/3/2018	\$ 67.41	Collection Agency Return-Uncollectible
3	131691-3823	265 Manhattan Way	3/27/2018	\$ 67.99	Collection Agency Return-Uncollectible
4	167367-3532	149 Westgate	5/3/2018	\$ 69.26	Collection Agency Return-Uncollectible
5	157957-19532	240 Piedmont	5/1/2018	\$ 84.71	Collection Agency Return-Uncollectible
6	124583-19867	318 Banyan Ln	4/30/2018	\$ 89.35	Collection Agency Return-Uncollectible
7	173513-7129	1271 Vagabond	2/19/2018	\$ 91.31	Collection Agency Return-Uncollectible
8	174021-36796	3848 Calliope Ave	2/27/2018	\$ 101.47	Collection Agency Return-Uncollectible
9	167801-4605	737 Horseman	3/28/2018	\$ 108.42	Collection Agency Return-Uncollectible
10	174343-91	3529 Forest Branch Dr A	3/2/2018	\$ 118.74	Collection Agency Return-Uncollectible
11	177247-24370	3960 Oak Trail Run	3/27/2018	\$ 125.54	Collection Agency Return-Uncollectible
12	69927-2257	20 Woodlake Dr	2/5/2018	\$ 128.33	Collection Agency Return-Uncollectible
13	101989-24406	3960 Oak Run Trail	2/8/2018	\$ 159.07	Collection Agency Return-Uncollectible
14	174415-37579	3862 Sunset Cove	2/28/2018	\$ 213.58	Collection Agency Return-Uncollectible
15	167457-4024	1062 Tompkins	3/27/2018	\$ 222.78	Collection Agency Return-Uncollectible
16	170927-16550	3576 Sugar Plum Ln	4/10/2018	\$ 290.54	Collection Agency Return-Uncollectible
17	174615-20223	420 Palm Castle	3/28/2018	\$ 292.66	Collection Agency Return-Uncollectible
18	82169-18089	70 Walton Blvd	3/28/2018	\$ 318.37	Collection Agency Return-Uncollectible
19	164047-25505	5414 Taylor Avenue	2/28/2018	\$ 327.93	Collection Agency Return-Uncollectible
20	103013-19734	292 Vagabond	2/15/2018	\$ 343.77	Collection Agency Return-Uncollectible
21	110127-19733	2925 Bern	2/21/2018	\$ 432.86	Collection Agency Return-Uncollectible
22	169293-19939	341 Banyan	3/27/2018	\$ 1,189.11	Collection Agency Return-Uncollectible
23	169721-2272	45 WoodField Dr	2/5/2019	\$ 49.72	Uncollectible
24	169743-22310	1331 N Wembly Cir	4/30/2019	\$ 48.52	Uncollectible
25	120933-20416	227 Leisure Circle	3/25/2019	\$ 28.07	Uncollectible
26	175467-24056	3780 Clyde Morris #407	2/15/2019	\$ 18.14	Uncollectible
27	147251-25194	5070 Orange Blvd A	2/12/2019	\$ 9.35	Uncollectible
28	177249-19112	176 Tanglewood Avenue	3/19/2019	\$ 8.83	Uncollectible
29	162537-3810	252 Manhattan Way	2/1/2019	\$ 8.27	Uncollectible
30	130923-36515	6815 Vintage LN	3/13/2019	\$ 5.89	Uncollectible
Total Account Write-off-Renter				\$ 5,081.50	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (C11) Approval and Ratification of the National Association of Government Employees (NAGE) 2019-2021 Collective Bargaining Agreement

DEPARTMENT: Administrative Services

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve the 2019 - 2021 Collective Bargaining Agreement negotiated between the City of Port Orange and NAGE.

SUMMARY: The City and the National Association of Government Employees (NAGE) have negotiated a successor agreement to the initial 2017-2019 Contract, which is a three year Collective Bargaining Agreement covering Fiscal Year 2019 - Fiscal Year 2021.

On August 19, 2019 the City received notification that the NAGE members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Attached is the tentatively agreed article with the marked up changes and a clean copy of the entire contract.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	TA Articles	TA Articles.pdf
2.	NAGE Proposed Agreement - Clean Copy.Aug2019	NAGE Proposed Agreement - Clean Copy.Aug2019.pdf
3.	Microsoft Outlook - Email Indicating Scriviner Error	Microsoft Outlook - Email Indicating Scriviner Error.pdf

Jamie Miller
Jamie Miller
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 8/20/2019
Approved - 8/20/2019
Approved - 8/20/2019
Approved - 8/21/2019
Approved - 8/22/2019
Final Approval - 8/22/2019

7-26-19
JAA

Mr
7-26-19

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES

14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned.

14.3 Association Representatives are permitted to investigate grievances in accordance with Article 7, Association Representatives and Activities. These investigations shall be conducted professionally and no employee shall be subject to offensive language, threats, or intimidation.

14.4 It is understood that many items can and will be resolved informally, however if an issue cannot be resolved informally, grievances shall be presented in the following manner:

Step I - The employee shall submit a written grievance to his/her superintendent or division manager within ten (10) work days of the occurrence or reasonable knowledge of the occurrence of the basis of the grievance. A copy of the grievance must be forwarded by the Association to the Administrative Services Director.

All grievances must contain the following information:

- A. The specific article and section of the agreement alleged to have been violated by the City.
- B. A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant.
- C. Signature of the grievant (or the signature of all employees in the case of a group of employees filing a single grievance) and date(s) signed.
- D. Designation of the specific association representative (must be an elected officer, representative, or steward) if the grievant requests association representative.

Failure of the grievant(s) to substantially comply with any part of this section shall make the grievance null and void.

7-26-19
[Signature]

[Signature]
7-26-19

The superintendent or division manager shall, within ten (10) working days after the presentation of the grievance, render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step II - Any grievance which cannot be satisfactorily settled with the superintendent or division manager at Step I shall be presented in writing to the Department Head by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the Department Head with a copy to the Administrative Services Director of their intent to proceed to Step II, containing a newly executed and dated signature of the grievant within ten (10) days of rejecting the decision rendered in Step I. The grievance may shall be discussed with the employee (and/or Association Representative) and the Department Head within ten (10) working days, unless a longer period of time is mutually agreed upon in writing. The Department Head shall within ten (10) working days after presentation of the grievance in writing or within ten (10) working days of the meeting render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III - Any grievance which cannot be satisfactorily settled with the Department Head shall be presented to the City Manager, or their designee, by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the City Manager, or their designee, with a copy to the Administrative Services Director of their intent to proceed to Step III, containing a newly executed and dated signature of the grievant within ten (10) days of rejecting the decision rendered in Step II. The grievance as specified in Step II shall be discussed with the employee (and/or Association Representative) and the City Manager, or their his designee, within ten (10) working days, unless a longer period of time is mutually agreed upon in writing. The City Manager, or their designee shall, within ten (10) working days after presentation of the grievance render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved at Step III above, the Association may request that the grievance be submitted to arbitration within ten (10) calendar days after the City Manager renders a written decision on the grievance. The Association shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) Arbitrators. Within five (5) work days of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list. The party requesting arbitration shall strike first.

Should the Association fail to request the panel of Arbitrators within the prescribed time period the grievance shall become null and void.

7-26-19

JA

7-26-19

The City and the Employee Organization shall attempt to mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step I of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Service.

Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses of obtaining a hearing room, if any, shall be paid by the party declared by the arbitrator to be the loser of the arbitration. The arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision. If the Arbitrator fails to specify the losing party, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Copies of the arbitrator's award shall be furnished to both parties within thirty (30) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

14.5 Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the City Manager, Step III, within ten (10) work days of the occurrence of the event(s).

14.6 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of this Agreement to result in, obligate, or cause the City to have

7-26-19



7-26-19

to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

14.7 A member of the Association shall have the option of utilizing the Civil Service appeal procedure or the grievance and arbitration procedure set forth in this Article, but such employee cannot use both the Civil Service appeal procedure and the procedure of this article. A grievance pertaining to a specific article of this contract must be filed as a grievance under the provisions of this contract. Civil Service issues not addressed in this contract cannot be grieved under the provisions of this contract. At the time that an employee initiates a written grievance, he/she shall state in the body of the grievance whether the grievance is filed under the Labor Agreement or the City's Civil Service Rules. If the employee fails to make this statement, the employee shall be deemed to have filed the grievance under the Labor Agreement. At no time following the filing of a written grievance may the employee change his/her selection of which procedure and standards the grievance shall be processed under.

7-26-19
JAH

Jm
7-26-19

ARTICLE 17
PERSONAL LEAVE TIME

- 17.1 Employees shall start to earn Personal Leave (PL) Time allowances as of their date of appointment. New employees shall be eligible to begin using paid PL Time in accordance with Article 11, Probationary Employees.
- 17.2 Personal Leave Time cannot be used before it is earned. Personal Leave Time shall accrue at an equally prorated amount per pay period as follows:

<i>Length of Continuous Service:</i>	<i>Hours Accrued Annually:</i>
Less than 5 Years	225 Hours
5th Year thru 9th Year	250 Hours
10th Year thru 14th Year	275 Hours
15th Year thru 19th Year	300 Hours
20 + Years	325 Hours

An employee who is on unpaid status for more than half of their standard work week shall not accrue paid leave credit for such week of service.

- 17.3 Personal Leave must be requested and approved using the City's time and absence attendance system at least three work days in advanced to be considered "scheduled leave".
- 17.4 In the event of an emergency, such as personal or family illness or other unforeseen emergency, no advance notice for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. Employees shall request an unscheduled leave absence under this section as soon as possible, but not later than one (1) hour prior to the start of the work period. Approval of PL which has not been scheduled in advance shall be at the discretion of the Department Director after consideration of the needs of the employee and the effect of the absence on the work department. Unscheduled personal leave shall not be approved when the employee could have reasonably anticipated the need and submitted a timely request in advance. Extenuating circumstances will be considered. ~~If the City believes that the use of unscheduled Personal Leave Time is being abused, the City will so advise NAGE and the employee of the perceived abuse. If the abuse continues, the City reserves the right to refuse to permit the abusing employee to charge subsequent unscheduled leave to Personal Leave Time and any subsequent unscheduled leave will be taken without pay.~~ Abuse of PL privileges shall be considered cause for disciplinary action or dismissal. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Article 17.3. Requests for unscheduled Personal Leave which is not related to an illness or other emergency may be denied by the employee's Supervisor. Generally, the City will not regularly require

7-26-19
JH

M
7-26-19

a doctor's certificate for single occurrences of unscheduled PL. However, the City may request medical certifications related to FMLA, requests under the ADA, or to determine qualifications or ability to return to work after an absence, or to substantiate unscheduled absences. The decision to require a doctor's certificate shall not be subject to grievance or arbitration procedures of this agreement.

- 17.5 Personal Leave banks cannot exceed 675 hours as of September 30th, of each year. Hours in excess of 675 each September 30th will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the employee's department director and the Administrative Services Director.
- 17.6 An employee ~~with at least 280 hours of personal leave in their personal leave bank~~ may exchange ~~forty (40) hours of personal leave~~ for an equivalent amount of pay or request it be deferred into the employee's ICMA-RC 457 account as follows:
- o Those employees with at least 280 hours of personal leave (PL) may exchange up to forty (40) hours
 - o Those employees with at least 560 hours of personal leave (PL) may exchange up to (80) hours

The exchange (monitored by date of payment, not date of request) may only occur one time per fiscal year (October – September). In general, requests must be made to the ~~Finance Department~~ Human Resources Division at least two weeks in advance of the desired payment date. Every attempt will be made to process the payments by the requested date, except in extenuating circumstances. No requests will be accepted after September 1st of each year. Requests received after September 1st of each year will be processed in the following fiscal year. All hours paid under this section will be deducted from the employee's banks as of the date payment is made.

- 17.7 An employee leaving the municipal in good standing after giving two weeks advanced notice of separation of service shall be compensated (or request compensation be deferred to the ICMA-RC 457 plan) as follows:
- A. 5 years of service or less: 50% of accrued leave up to 675 hours.
 - B. More than 5 years of service: 100% of accrued leave up to 675 hours.

Uncompensated hours are forfeited and shall not be reinstated if an employee is rehired.

An employee who fails to give two weeks' advance notice of separating service or is terminated from the City for cause shall forfeit all accrued personal leave. Personal Leave shall not be used as any part of the required two weeks' notice or to extend service.

7-26-19



Am
7-26-19

In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave.

- ~~17.8 The Association and the City will work together to identify the process of the one-time implementation and conversion to Paid Leave, in accordance with Appendix A.~~

7-26-19
JMT

7-26-19

APPENDIX A

PERSONAL LEAVE CONVERSION PLAN

~~Following ratification, members sick, vacation, birthday holiday, and floating holiday banks will be converted into a Personal Leave (PL) bank hour for hour, in accordance with Article 17. This conversion will not involve any comp time banks.~~

~~Any requests for Fiscal 2017 sick leave buy back have been received at this time. These requests will be considered first. After considering these requests, the City will look to evaluate employees with an excess of 675 hours. Upon initial conversion, employees will have the option to address PL hours in excess of the cap:~~

- ~~• Receive a 1:1 payout of these hours through a separate payroll check. This will be paid at the rate of any Fiscal Year 2017 increases being implemented per the contract. The intent is to make these payments prior to 10/1/18, but if there is a delay in processing, the rate of payout will still be at the Fiscal 2017 rate.~~
- ~~• Rolling all or a portion of their PL in excess of the cap into a 457 account at a 1:1 rate, up to the maximum allowable by the IRS regulations. This will be rolled at the rate of any Fiscal Year 2017 increases being implemented per the contract. The intent is to make these contributions prior to 10/1/18, but if there is a delay in processing, the rate of contribution will still be based off of the Fiscal 2017 rate.~~

~~This one time payment and/or contribution will be upon initial implementation and conversion to PL. For each successive year after during the duration of the contract, hours over the maximum will be treated in accordance with Article 17.5.~~

7-26-19
JLT

7-26-19
JM

ARTICLE 28
WAGES

28.1 The following pay adjustments will occur during this contract period:

A. Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2019, whichever is later, for fiscal year 2020, employees who have been employed with the City a minimum of six months on or before September 30, 2020 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range.

B. Effective the first full pay period following October 1, 2020 for fiscal year 2021, employees who have been employed with the City a minimum of six months on or before September 30, 2020 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range.

C. Effective the first full pay period following October 1, 2021 for fiscal year 2022, employees who have been employed with the City a minimum of six months on or before September 30, 2021 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range. On or about the first full pay period in October of 2021, any employee whose current rate of pay is in excess of the top out of their pay grade shall have the option to receive a one-time payout in an amount equivalent to two and a half percent (2.5%) of their base wage or the option to have an amount equivalent to three percent (3%) of their base wage contributed to an ICMA-RC 457 account. Employees must make this election by September 15th to the HR Division, or the election will default to the 457 Contribution.

28.2 All future wage increases beyond the term of this contract shall be subject to negotiation by the parties.

28.3 The City Manager may review and amend the pay schedule during the fiscal year as appropriate to provide for and implement new job classifications, reclassifications, title changes, or pay range changes. The City Manager shall review the pay schedule annually prior to submission of the proposed budget to the City Council and shall recommend to the City Council any amendments deemed necessary to properly maintain the pay schedule. Effective 10/1/1947, the City will increase the top out of the pay ranges by five percent (5.0%). Effective 10/1/19, the starting wage for all classifications will increase by 1.5%. The City may at their discretion elect to fully utilize this provision during the length of this contract to continue to address market concerns holistically or based on individual positions based on organizational need. The City will evaluate the impact of current employees within a classification when determining the appropriate course of action.

7-26-19
JAT

JM
7-26-19

28.4 The City performance evaluation for regular full-time and regular part-time employees is a satisfactory/unsatisfactory rating system. If the employee's performance for the previous year has been satisfactory, he/she will receive a rating of satisfactory. The employee will then be scheduled for an evaluation the next year. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed on a performance improvement plan, and re-evaluated in a minimum of ninety (90) days. If the employee has still not raised his/her performance level to satisfactory after this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee. An employee may be placed on a performance improvement plan at any time throughout the year to address performance concerns.

28.5 Rates of pay for new hires, promotions, demotions, and transfers shall be placed within the appropriate pay range in accordance with General Administrative Policy 1-33, Placement of Employees Within Pay Ranges.

28.6 On-Call Assignment - Employees serving an on-call assignment in a classification that requires 24/7 on call status for an entire week for shall receive the equivalent of ten (10) hours of straight time as a non-pensionable payment added to their compensation for that week. Employees serving an on-call assignment in a classification that requires less than a 24/7 on call status shall receive the equivalent of three (3) hours of payment at time and one half as a non-pensionable payment added to their compensation for that week. This time will not be considered "hours worked" for the purpose of calculating overtime.

A. Under no circumstances shall the City be obligated to make a pro-rata payment to any employee serving an on-call assignment less than the seven (7) day work period. If an employee is "called out", they will receive compensation in accordance with Article 15, Hours of Work and Overtime.

B. On Call Assignments will be made in accordance with Departmental Standard Operating Procedures

28.7 Specialty Pay - The City has determined that it is appropriate and beneficial in some circumstances to provide employees with opportunities to earn compensation in addition to their base wage or salary rates in the form of specialty pay. Specialty pay opportunities can benefit both individual City employees and the City as an organization. Employees can benefit not only through receipt of direct financial rewards for acquiring additional licenses, certifications and/or specialized training, but also through enhanced promotion and career flexibility opportunities which their attainments may provide for them. The City benefits when its employees are motivated to acquire knowledge, skills and abilities which will enable them to better serve the public. In addition, specialty pay opportunities can improve employee morale and may enhance the City's ability to attract and retain employees, especially in skilled positions which are sometimes difficult to fill. This specialty pay has been awarded to historically to employees in a variety of ways. For

7-26-19
JH

M
7-26-19

employees who earn a qualifying certification after the ratification of this agreement, they will be administered as follows:

A. Specialty pay under this article shall not be rolled into an employee's base pay but will be paid on their regular check each pay period as additional pay. The annual amount will be divided by the number of regular pay periods and will be awarded per that schedule.

B. Specialty pay is intended to be awarded for job related certifications in excess of the minimum qualification required for a position. Employees shall not receive certification pay for a license/certification that is a minimum requirement of their classification.

C. Any employee who is granted Specialty Pay for a function shall be obligated to perform the work in the licensed discipline, unless otherwise specified for dual licensure herein this Article. If the employee ceases to have a valid license in good standing or fails to satisfactorily perform duties assigned to them based on the scope of the license, the specialty pay for that license shall be terminated immediately. For employees who previously had specialty pay rolled into their base pay and the license is discontinued or allowed to lapse, the amount equivalent to the annual amount described herein, converted to an hourly rate, will be reduced from their base pay. If the employee then reobtains this license, they will fall under the provisions found below.

D. Building Inspectors/Plans Examiners shall be eligible for Specialty Pay in accordance with General Administrative Policy 1-31, Employee Incentive Pay Programs. The amount of the benefit covered under this Policy will not change for the duration of the contract.

E. Code Compliance Inspectors shall be eligible for Specialty Pay in accordance with General Administrative Policy 1-31, Employee Incentive Pay Programs. The amount of the benefit covered under this Policy will not change for the duration of the contract.

F. Treatment Plant Operators and Shift Supervisors shall be eligible for ~~\$1,500.00~~ \$1,700.00 a year for each Water or Wastewater operator license obtained in excess of their minimum required license ~~for the plant in which they are assigned~~, up to an annual maximum of 3 licenses (\$5,100), to include eligibility for dual licenses. In the event the City determines that Treatment Plant Operators holding different levels of licenses will be treated as distinct positions, this Specialty Pay may cease to be valid.

G. Employees in the Field Operations Division in the Public Utilities Department, Lift Station Mechanics, Utility Inspectors, and Plant Mechanics shall be eligible for ~~\$1,000.00~~ \$1,200.00 a year for each Distribution or Collections License in excess of the minimum required license for their position. Employees

7-26-19
alt

My
7-26-19

are not eligible to receive more than ~~\$3,000~~ \$3,600 in Specialty Pay, to include eligibility for dual license. ~~(Note: Specialty Pay for this certification was not offered prior to the ratification of this agreement, therefore employees who are eligible for this pay upon ratification will begin to receive this compensation).~~ In the event the City determines that licensed and unlicensed Utility Systems Operators will be treated as distinct positions, this Specialty Pay may cease to be valid for the initial license. For employees in Field Operations positions under this subsection who have already obtained their Water or Wastewater Treatment Plant Operations (TPO) License, the TPO license shall supersede though the top level of distribution or collection licensing and shall only be eligible for one license in the other discipline.

H. Automotive Mechanics shall be eligible for the following:

- a. \$500.00 a year for each ASE Certification, Allison Auto Transmission, or Emergency Vehicle Technician certification earned.
- b. \$1,500 a year for Advanced Specialist & Master Auto Technician.
- c. Automotive Mechanics are not eligible to receive more than ~~\$2,000~~ \$2,500 in Specialty Pay between all certifications.

I. The Public Utilities Director may determine the number of employees required to hold a Back Flow Prevention License. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually.

J. The Parks and Recreation Director and Public Works Director may determine the number of employees required to hold a FDACS Pesticide Applicator License in their respective departments. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually for each level of certification obtained, not to exceed ~~\$2,000.00~~ \$2,500 annually for any single employee.

K. The Parks and Recreation Director may determine the number of employees required to hold a NRPA Playground Safety Inspector license. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually.

L. The Parks and Recreation Director may determine the number of employees required to hold Department of Health Certified Pool Operator license. Employees who are assigned to this role and have obtained and have continuously maintained this certification shall be eligible for \$500.00 annually.

M. Maintenance Workers, Equipment Operators, Heavy Equipment Operators, Crew Chiefs, and Supervisors assigned to the Roads and Streets Division of Public Works shall be eligible for \$500 a year for each level of the Sign and Pavement

7-26-19
Jad

Am
7-26-19

Marking Technician certification in excess of the minimum required license for their position. Employees are not eligible to receive more than \$1,500 in Specialty Pay.

Employees who had Specialty Pay awarded prior to this ratification of this Agreement will maintain their previous certification as awarded at the time of obtaining the license. Any employee who had maximized their specialty pay under the old method will not be eligible to additional specialty pay under this current article. For employees who had previously had Specialty Pay awarded as a factor to base pay, the maximum of the pay range will be identified as the current maximum pay range, plus whatever percentage of specialty pay previously awarded.

The City and the Union acknowledge that during the duration of this contract, additional circumstances may be identified in which the City determines it is appropriate to provide Specialty Pay to employees. These instances will be documented in Policy 1-31 to determine what employee group is eligible and the amount in order to achieve consistent application of the Specialty Pay. This additional Specialty Pay will be subject to budgetary constraints. It is understood that it is not the intent for every training course completed by an employee or certification obtained to be eligible for Specialty Pay. It is the responsibility of every employee to ensure they provide proof that each license is maintained as valid upon renewal or expiration to the Human Resources Division and their Department, and to notify accordingly if a license is lost.

28.8 Shift Differential – The following classifications will be eligible for Shift Differential in accordance with the following provisions:

- A. It is acknowledged that the City is migrating to a new Enterprise Resource Planning System that will provide greater capacity to perform Shift Differential over the current system. It is understood that under the current system, the agreed upon method of issuing Shift Differential would not be efficient. Therefore, the Union and the City agree that this provision of the contract will not be implemented until the successful implementation of the new system. The go-live date is currently scheduled for the first payroll of January 2020, which is when it is anticipated this program will begin. If for some reason the City is not successful in implementing the new system by January 2020, the union and the City agree to sit down and discuss alternative methods for the implementation of the Shift Differential program.
- B. Only classifications who are regularly and permanently assigned shifts other than first shift are eligible for this program. Effective 10/1/2019, classifications eligible for the program include Treatment Plant Operators and Shift Supervisors in the Utilities Division, Custodian, and Custodial Crew Chiefs in the Public Works Building Maintenance Division and the Parks Maintenance Divisions over the evening crew. Effective 10/1/2020 the City will evaluate the expansion of this program, which may include the classification of Recreation Coordinator and Program Specialist in Athletics or other positions identified and determined as eligible by the City.
- C. Classifications eligible for the Shift Differential Program will be paid and

7-26-19



7-26-19

additional \$0.50 per hour for all hours actually worked between the hours of 6:00pm and 6:00am.

- D. The shift differential will only be paid on hours actually worked. Personal leave time and holidays not worked will be paid at the base hourly rate and will not include Shift Differential.

7-26-19
JLA

7-26-19
M

ARTICLE 29

RETIREMENT PLAN

29.1 The parties hereto recognize that in accordance with Chapter 54, Article III, Code of Ordinances, City of Port Orange, the employees in the Bargaining Unit are participants in a General Employees Defined Benefit Plan, an International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan, or an ICMA-RC Deferred Compensation (457) Plan as their primary plan. In addition, employees may participate in the ICMA-RC Deferred Compensation (457) or Roth IRA plan currently offered by the City for additional retirement opportunities.

29.2 For those employees covered under the Defined Benefit Plan, the employee mandatory contribution as of ratification of this agreement is 7.5%. The City will contribute the amount determined appropriate by the City to keep the plan actuarially sound.

29.3 ~~Upon adoption of the General Employees' Pension Ordinance, all~~ All new bargaining unit members ~~hired after the adoption of the Ordinance~~ shall only have the option of participating in the ICMA-RC Section 401a Defined Contribution Plan as their primary retirement plan.

29.4 For those employees covered under the Defined Contribution Plan, the employee will not have a mandatory contribution. The City will contribute 10% of the employee's base wage. Additionally, for employees not covered by the Defined Benefit plan, for each 1% of employee contribution, the City will contribute an additional ½ of 1% to a maximum of an additional contribution of 3% by the City.

29.5 The parties agree to amend the Retirement Plan following the adoption the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the ordinance as follows:

- A. For the International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan only, the vesting schedule will be amended based on the schedule below.

<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Current Plan</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>25%</u>	<u>40%</u>	<u>55%</u>	<u>70%</u>	<u>85%</u>	<u>100%</u>
<u>Proposed Plan</u>	<u>0%</u>	<u>20%</u>	<u>40%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>				

**AGREEMENT
BETWEEN
CITY OF PORT ORANGE, FLORIDA
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL 5000**

PERC Certification #1904

_____ **through September 30, 2022**

TABLE OF CONTENTS

Article	Subject	Page
1	AGREEMENT	3
2	ASSOCIATION RECOGNITION	4
3	MANAGEMENT RIGHTS.....	5
4	EMPLOYEES RIGHTS	8
5	STRIKES AND LOCKOUTS	10
6	DUES DEDUCTION.....	11
7	ASSOCIATION REPRESENTATIVES	12
8	LABOR MANAGEMENT COMMITTEE.....	13
9	BULLETIN BOARDS.....	14
10	SENIORITY.....	15
11	PROBATIONARY EMPLOYEES.....	18
12	INTERNAL INVESTIGATIONS	20
13	DISCIPLINE	22
14	GRIEVANCE AND ARBITRATION PROCEDURES	23
15	HOURS OF WORK AND OVERTIME.....	27
16	HOLIDAYS.....	30
17	PERSONAL LEAVE TIME	31
18	LEAVE OF ABSENCE	33
19	JURY DUTY AND APPEARANCE AS A WITNESS.....	34
20	BEREAVEMENT LEAVE.....	35
21	MILITARY LEAVE	36
22	AUTHORIZED USE OF A PRIVATE AUTOMOBILE	37
23	UNIFORMS AND EQUIPMENT.....	38
24	PHYSICAL EXAMINATION AND WORKERS' COMPENSATION	39
25	ALCOHOL AND DRUG TESTING	41
26	INSURANCE	45
27	TUITION REIMBURSEMENT AND TRAINING.....	46
28	WAGES.....	48
29	RETIREMENT PLAN.....	53
30	SEVERABILITY.....	54
31	DURATION OF AGREEMENT	55

ARTICLE 1
AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE City of Port Orange, hereinafter referred to as the "City", and the National Association of Government Employees (NAGE), hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Association and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Association understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public, and the Association recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE 2
ASSOCIATION RECOGNITION

2.1 The City recognizes the Association as the exclusive collective bargaining representative for those employees in the bargaining unit, as defined in PERC Certification #1904, dated January 5, 2017.

PROPOSED

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Association recognizes that it is the function of management to determine and direct the policies and mode and method of providing its services without any interference in the management and conduct of the City's operations.

3.2 The City shall continue to exercise the exclusive right to take any action, not in conflict with provisions of this Agreement or in conflict with any federal or state law, it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, which the City has not expressly modified or delegated by express provisions of this Agreement or by federal or state law. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, or change, extend, limit or curtail its operation or any part thereof unless specifically addressed in this Agreement, nor should this article be interpreted to be a waiver of any right of the Association or the members of the Association.

3.3 Without limiting the provisions of Sections 3.1 and 3.2, but in order to clarify some of the important rights retained by management, the City shall have the following management rights, unless such rights are specifically limited and in direct conflict with this Agreement:

- A. To determine the size and composition of the work force, including the number and composition of employees assigned to any particular operations, shift or turn;
- B. Create, expand, reduce, assign, or cease any job;
- C. To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
- D. To hire, rehire, and promote employees;
- E. To fill any job on an emergency or interim basis;
- F. To reward or reprimand, discharge or otherwise discipline an employee for just cause;
- G. To evaluate, maintain, and/or improve the efficiency of employees;
- H. To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work to be performed;

- I. To determine the assignment of work and to schedule the hours and days to be worked on each job and each shift unless contrary to a specific provision of this Agreement;
- J. To discontinue, temporarily or permanently, in whole or in part, its operations, and to transfer or assign all or any part of its operations to new facilities;
- K. To require an employee at the City's expense, to take a physical or mental examination on an annual basis or more frequently if the City has reasonable cause to believe there is a health problem which impairs the employee's ability to perform his/her job or which appears to threaten the safety of the employee, other employees or the general public. If these findings may result in a job action, the employee, at his own expense, may obtain a second opinion, given by a health service or a physician or psychiatrist selected by the City;
- L. To determine the location, method, means and personnel by which operations are to be conducted, including the right to contract and sub-contract existing and future work;
- M. To establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operating procedures, it being understood that such rules and regulations shall not be in direct conflict with any provision of this Agreement in accordance with State law;
- N. To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked unless contrary to a specific provision of this Agreement;
- O. To introduce new, different or improved methods, means and processes of conducting the operation, transportation, maintenance and service of the City;
- P. Set procedures and standards to evaluate City employees job performance including the formulation and/or amendment of job descriptions;
- Q. To determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and workman-like manner; and
- R. To assign overtime work in accordance with provisions of this Agreement.

3.4 The City reserves and retains in full and completely any and all management rights prerogatives and privileges except to the extent that such rights, prerogatives and

privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such right, prerogatives and privileges, or the effect of such decisions unless the changes involve changes in the terms and conditions of employment which must be negotiated with the Association.

3.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.6 The City, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

3.7 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency except for the economic provisions.

3.8 It is agreed that every incidental duty connected with operations, enumerated in job descriptions, is not always comprehensive and the employees, at the discretion of the City, may be required to perform duties not within their specific job descriptions as related to the objectives and mission of the employee's particular Department.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 The parties hereto agree not to interfere with the right of any employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

4.2 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in that Section available under this Agreement, without representation by the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the Association, provided that the immediate supervisor or other Departmental Officer agrees to discuss and/or attempt to resolve the matter.

4.3 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Association shall be given the right to be present at any meeting called for the resolution of such grievance.

4.4 The Association's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Association from exercising the same in some other way not in conflict with the express provisions of this Agreement.

4.5 There should be no discrimination against any employee by reason of Employee Organization membership or activity.

4.6 The City agrees that it is the right of bargaining unit employees to participate in the following activities without permission of the City and without being subject to discipline, discrimination or harassment:

- A. to engage in protected concerted activity;
- B. to hold office within the Association and to represent other members of the Association before representatives of the City on Association matters;
- C. to author articles for the Association's newsletter or the Association's flyers;
- D. to participate in political screenings, political endorsements and/or political activities of the Association;
- E. to speak to local, state or federal elected officials concerning Association concerns or issues;

- F. to participate as a member of the Association's negotiation team or any other committee of the Association;
- G. to appear in political or informational flyers;
- H. to speak to citizens and/or civic groups about Association concerns or issues;
- I. to participate in media press conferences and press statements concerning Association concerns or issues
- J. to inspect his/her official personnel file in accordance with Florida Statutes 119. The employee shall have the right to make duplicate copies, at their own expense, of any item contained in their official personnel file.

This list is not considered to be all inclusive, but includes examples of the rights that the employees of this bargaining unit maintain in addition to other rights given to them by local ordinances and state and federal laws.

ARTICLE 5

STRIKES AND LOCKOUTS

5.1 The Association and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each employee who holds a position in the Association also occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article I, Section 6.

5.2 The Association's officers, agents, stewards and other representatives agree that it is their continuing obligation and responsibility to promote compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by other City employees; and including their responsibility, in the event of breach of this Article or the law by other City employees; and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

5.3 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violated any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City. Any such action by the City pursuant to this Section shall not be givable or abatable under the provisions of the grievance and arbitration procedures of this contract, except to determine if violations, in fact, occurred.

5.4 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

5.5 For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy, or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notice, to suspend this Collective Bargaining Agreement.

5.6 The City agrees that there will be no lockouts for the duration of this Agreement.

ARTICLE 6
DUES DEDUCTION

6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay each pay period the amount owed to the Association by each employee for dues. No authorization shall be allowed for payment of any collection of fines, penalties or special assessments. The City shall remit monies collected to the Treasurer of the Association monthly. The City remittance will be deemed correct if the Association does not give written notice to the City within thirty (30) calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Association to notify the City Manager or his designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

6.2 If there is an amount deducted in excess of what is authorized by this Agreement and forwarded to the Association, the employee affected shall seek recourse with the Association and not the City. Association dues only will be deducted once a pay period and thereafter, will be transmitted to the Association monthly. The City will not deduct other Association assessments. The Association will indemnify, defend, and hold the City harmless against the City on account of payroll deduction of Association dues.

6.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the City and the Association. Upon receipt of such notification, the City shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.

6.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings* for that payroll period are less than the amount of dues to be checked off.

(*) Net earnings shall mean wages owed after all pre-tax withholdings (taxes, medical, dental, retirement, etc.) and court ordered post-tax deductions (child support, garnishment, etc.) have been withheld.

6.5 In the event the Association delivers additional dues authorization to the City Administrative Services Director, it is agreed and understood that the City shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure. Dues will only be deducted from those employees covered by this Agreement.

ARTICLE 7
ASSOCIATION REPRESENTATIVES AND ACTIVITIES

7.1 The Association shall be represented by its President or his/her designee.

7.2 The Association shall notify the City Administrative Services Director in writing of the name of the President or his/her designee. It shall be the responsibility of the Association to immediately notify the City's Administrative Services Director and the City Manager in writing of any change in the designation of President or his/her designee. The Association shall notify the City of the NAGE Unit Representatives and/or Alternate Representatives.

7.3 The employee or Association shall not engage in Union business of any kind, including solicitation of membership during work time. An Employee Representative of the Association, designated in writing by the President, shall be permitted reasonable access to all Department locations at reasonable times during a working day for investigating grievances; provided the City is first notified of the investigations, and provided further that such absence would not unduly hamper the operation where the Representative or steward is employed or result in any overtime payments.

7.4 Bargaining unit members will be allowed to use accrued personal leave to attend local and state seminar functions of the Association subject to approval and appropriate staffing. Attendance at union seminars and other functions shall be at the employee's own expense.

7.5 The President and two (2) members of the Association negotiating committee (employees of the City) shall be permitted to attend the City Council meeting where final action is scheduled to be taken on approval (or rejection) of this Collective Bargaining Agreement and its successor, without loss of pay.

7.6 Two (2) members of the designated negotiating team shall be allowed to attend negotiation sessions that occur within their normal duty hours without a loss of pay. Time spent attending negotiations sessions will not be considered hours worked for purposes of calculating an employee's overtime.

7.7 Any hours spent attending seminars, negotiation sessions, or Council Meetings as described in 7.4, 7.5 and 7.6 above will not be counted as hours worked towards overtime.

ARTICLE 8
LABOR MANAGEMENT COMMITTEE

8.1 There shall be a Labor Management Committee which shall consist of two (2) members who shall be designated, in writing, by the Association and two (2) members who shall be designated by the City.

8.2 The Labor Management Committee may meet on a semi-annual basis, or more or less often by mutual consent; and such meetings may be held during working hours. The purpose of these meetings shall be to discuss problems and subjects of mutual concern; however, the Committee shall not engage in collective bargaining or the resolution of any grievances. This Committee is to serve in an advisory capacity only.

PROPOSED

ARTICLE 9
BULLETIN BOARDS

9.1 The Association shall be provided with partial use of existing City bulletin boards as space permits. In lieu of the space provided on the City's current bulletin boards, the Association, if so desires, may provide a bulletin board of standard size, not to exceed two (2) square feet for its own exclusive use in keeping with the décor of the above locations and with the approval of the respective Department Director.

9.2 The Association agrees that it shall use its space on bulletin boards to post only the following:

- A. Notice of Association Meetings
- B. Association Elections of Officers (not including representation elections)
- C. Reports of Association Committees
- D. Ruling and Policies of the Association
- E. Recreational & Social Affairs of the Association
- F. Notices of Meetings by Public Bodies
- G. Notices of Ratification Meetings
- H. Contract Administration

In no event shall the Bulletin Boards be used to post political material or controversial material which adversely reflects upon the City of Port Orange, its independent agencies, its employees, elected officials, or any labor organization among its employees.

9.3 All Association materials placed on the Bulletin Boards shall be signed by the Association representative or his designee, and copies of the material shall be sent to the Administrative Services Director prior to posting.

9.4 Failure of the Association to follow the procedures for the proper posting of materials and notices on the Bulletin Boards shall result in the materials or notices being removed from the Bulletin Boards by the City and in suspension of all Bulletin Board privileges.

9.5 The City may make available a publicly accessible section on the employee intranet for items detailed in 9.2 to be posted electronically.

ARTICLE 10
SENIORITY

10.1 For this Agreement, employees shall have two (2) types of seniority; Department Seniority and City Seniority. Department Seniority is defined as the length of continuous, uninterrupted service in one of the Department. City Seniority is defined as the length of continuous, uninterrupted service with the City, measured from the employee's initial or adjusted date of employment.

10.2 Service shall be considered as having been interrupted in the event of:

- A. Resignation and all other voluntary means of leaving employment;
- B. Discharge;
- C. Unauthorized leave of absence;
- D. Lay-off for more than twelve (12) months;
or,

For purposes of Department Seniority, any transfer, promotion, or reassignment likewise to a new Department in which an employee completes the probation for the new assignment will be considered an interruption in department service. In the event an employee returns to a previous department; they do not retain their previous department seniority.

10.3 Seniority shall be utilized for the following purposes:

- A. Vacations for each calendar year shall be scheduled by employees based on Department Seniority, however, that the Department shall retain the right to disregard seniority preference to provide adequate coverage during any vacation period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any given period in the event of disaster or emergency.
- B. In the event of a reduction in force (RIF), employees shall be laid-off based on least amount of City seniority within their Department. An employee with higher Seniority shall be given an opportunity to revert to any non – supervisory vacant position within the Department, provided he/she is fully qualified to perform work in that position classification. All temporary and probationary employees in the Department shall be laid-off before any permanent employee is laid-off or reduced in classification.

In the event of a RIF, the City agrees to meet with the union prior to the RIF to review and discuss the requirements and parameters of the RIF.

- C. Employees shall be recalled from lay-off in accordance with their City seniority in the Department from which they were laid-off. No new employees shall be hired within that Department until all employees on lay-

off status within that Department have had an opportunity to return to work in positions that they are qualified to perform. No laid-off employee shall retain recall rights beyond twelve (12) months from the date of lay-off. It is the responsibility of the employee to keep current the location and telephone number where he can be reached for recall. Employees recalled shall report to work within ten (10) working days of the recall notification.

- D. Seniority of employees who are laid-off up to twelve (12) months will be adjusted for the time of lay-off. Employees who are laid-off for twelve (12) months or more and are later rehired, start as new employees with no accrued seniority.
- E. In the event of a departmental or divisional re-organization by the City, the City shall meet with the Association to address seniority of the affected employees.
- F. Departmental Seniority shall be utilized for the shift bidding process, where applicable. Separate schedules will be maintained for shift supervisors and operators. The individual with the most departmental seniority shall select his shift first and others in turn shall select their shift. However, seniority shall not apply for shift selection until the individual has been in the position for six (6) months.

The City shall have the following management rights in accordance with Article 3, unless such rights are specifically limited and in direct conflict with this Agreement:

To determine the size and composition of the work force, including the number and composition of employees assigned to any particular operations, shift or turn.

10.4 An employee on lay-off shall retain his seniority but shall not accrue any benefits. Should an employee be rehired after having been on lay-off for more than twelve (12) consecutive months, the employee will be considered a new employee for purposes of seniority.

10.5 The City will give preference to employees with Department Seniority or those employees who will become subject to a RIF. Preference is defined as a benefit when filling vacancies where two candidates are equal in all other matters, provided the employee is qualified to perform the work, and is eligible. The decision on qualifications and eligibility shall not be subject to the grievance and arbitration procedures of this Agreement.

10.6 If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the last four (4) digits of their social

security number and the employee with the lowest number shall be considered the employee with the most seniority, subject to this Article.

PROPOSED

ARTICLE 11
PROBATIONARY EMPLOYEES

11.1 New Employee Probation - All new employees shall be classified as probationary employees for the six months of continuous, uninterrupted employment during which time, employees may be laid-off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement. During the initial probationary period, new employees shall be subject to all other terms and conditions of this Agreement except as limited in this Agreement.

- A. At the discretion of the City, a probationary period may be extended up to eighteen (18) months to allow an employee to obtain a minimum license/certification. A decision by the City to extend or not extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.
- B. Employees serving their initial probationary periods will have limited accrued personal leave time, and are not generally permitted to take personal leave at all until they have completed their first three months of service. The City recognizes, though, that probationary employees may become legitimately sick or otherwise require time away from work to handle real emergencies before they have accrued sufficient leave to cover their time off. In these situations, the Department Head shall have the discretion to grant probationary employees excused unpaid time off. This leave shall be granted only for clear and compelling cause, and in no event shall the duration of this leave exceed forty (40) hours during the entire term of the employee's initial probationary period without the express written approval of the City Manager. If such leave is granted, the City shall add on to the employee's probationary period an amount of time equivalent to the amount of leave which the employee has taken under this section to allow the employee to be evaluated for his/her full probationary period.

11.2 Classification Probation - Employees who have been promoted, transferred, voluntarily demoted, or otherwise reassigned to a new classification within the bargaining unit shall serve a ninety (90) calendar day probationary period. At the discretion of the City, probation may be extended up to eighteen (18) months to allow sufficient time for an employee to attain the minimum certifications and/or licenses of the new position. If at any time during the probationary period the employee is found by the City, at its sole discretion, not to be suited for the new position, the employee shall be returned to his/her former classification. A decision by the City to extend or not extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.

Furthermore, if no vacancy exists in the classification from which the employee was transferred or promoted, the City will temporarily place the employee in a vacant position in another (lower) classification, if available, for which the employee is qualified. During

the period of temporary placement (not to exceed three [3] months), the employee shall be paid at the rate of pay he/she would have earned had he/she been returned to his/her pre-promotion/pre-transfer classification. If, during the period of temporary placement, a vacancy in the employee's pre-promotion/pre-transfer classification occurs, the employee will be returned to that classification. If no vacancy occurs in the employee's pre-promotion/pre-transfer classification during the period of temporary placement, the employee may accept a permanent position in the lower classification; provided there exists a vacancy in that position and the employee's compensation is reduced accordingly. The temporary placement in this article is to be utilized as a one-time option per employee.

PROPOSED

ARTICLE 12
INTERNAL INVESTIGATIONS

12.1 The parties recognize that from time to time the City must investigate allegations made against bargaining unit employees covered by this Agreement. In order to fully investigate these allegations, the City agrees that all investigations that may lead to disciplinary action will be conducted under the following standards:

- A. Prior to questioning a bargaining unit employee, the employee will be provided with written notice that will include a description of any alleged acts constituting misconduct and reference any written City policies or standards which the conduct may have violated.
- B. A bargaining unit employee shall have the right to secure representation by an Association Representative, or a coworker of his/her choice. The employee may waive their right to representation. However, if the bargaining unit employee at any time invokes his/her right to representation, any interview of the bargaining unit employee in which an employee is being questioned about his/her alleged misconduct which could lead to disciplinary action shall be conducted with the representative present. The Association recognizes and agrees, though, that the City has the right to conduct the interview promptly after any alleged misconduct has taken place and that a bargaining unit employee accused of misconduct cannot use unavailability of a particular representative as justification for unreasonably delaying an interview. If no Association Representative is available, the meeting, conference, interview, or investigation may be delayed for a period not to exceed twenty-four (24) hours, unless a longer extension is mutually agreed upon in writing.
- C. All questioning of the bargaining unit employee accused of misconduct shall be related to the acts of misconduct only and background, witness and other relevant information reasonably related to those alleged acts.
- D. Any interview of the bargaining unit employee accused of misconduct shall be conducted during the bargaining unit employee's normal work hours and at the bargaining unit employee's normal work site, unless other time and place arrangements are mutually agreed to by all parties.
- E. Interview sessions shall be for reasonable periods of time and shall be timed to allow for such rest periods as are reasonably necessary.
- F. No bargaining unit employee shall be required to, requested or asked to volunteer to submit to any device that is designed to measure the truthfulness of a statement, unless an exemption would be provided under the Employee Polygraph Protection Act of 1988, or as amended.
- G. Bargaining unit employees accused of misconduct shall be given copies of

any written statements they provided during the interview.

- H. Bargaining unit employees may reserve the right to refuse to answer questions concerning alleged acts which could be criminal in nature until such time that any criminal investigation has been completed. The City reserves the right in these circumstances to initiate disciplinary actions against employees based on information otherwise disclosed by the investigation. An employee charged with (1) a felony or (2) a misdemeanor which the City Manager feels may impact the efficient operation of the City may be suspended without pay pending action by the City Manager. At his/her option, the City Manager may wait until the final resolution of the criminal charges to decide what disciplinary action, if any, to take, or the City Manager may decide not to wait but take whatever disciplinary action he/she deems appropriate, if any, based on the investigation. The result of the criminal proceeding shall not in any way be binding on the City or the City Manager in determining whether disciplinary action or the form of disciplinary action selected is appropriate.
- I. During interviews, the bargaining unit employee shall not be subjected to offensive language; or threats of transfer, dismissal or other disciplinary actions. The interviewer does not have the right to make any promises of reward as an inducement to answering questions.
- J. The City, the Association, and the employee agree to make no statements concerning an investigation until such time as the investigation is complete and the bargaining unit employee has been notified of the final disposition. In any case where the City chooses to relieve a bargaining unit employee from duty pending an investigation, except as otherwise indicated in this article, the bargaining unit employee shall remain on full salary and benefits during this period of time.
- K. All investigations shall result in a final investigative report being completed by the City. This final report will include any written statements or other documents used in the final determination.
- L. Any disciplinary action will be administered in accordance with Article 13, Discipline.

ARTICLE 13
DISCIPLINE

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures, and operating guidelines of the City and its Departments and any amendments thereto.

13.2 Any employee violating a rule, regulation, policy, procedure, or operating guideline may be subject to disciplinary action, including dismissal. Discipline will be evaluated based on the totality of the circumstances.

13.3 In the event an employee is discharged, suspended without pay, or demoted for disciplinary reasons, the City agrees that the employee shall be provided with written notification of the action. This notification shall be hand delivered to the employee or sent by certified mail, return receipt requested, to the address in the City Human Resources Division records.

13.4 Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons, the notification described in Section 13.3 will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present his position.

13.5 No employee shall be disciplined except for just cause.

13.6 Disciplinary action, except termination, shall not become effective until such time that an employee has exhausted the grievance process through Step 3, or until such time that the time period for initiating Step 1 of the grievance process has expired. This does not limit the right to place an employee on administrative leave with pay pending an investigation.

13.7 Employees shall have the right to file a written response to any letter of reprimand or other document that is placed in the employee's official personnel file or department file (per General Administrative Policy 1-11), as a result of supervisory action or citizen complaint, which at the employee's request, shall be included in the employee's file along with the documentation against which it is directed.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES

14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned.

14.3 Association Representatives are permitted to investigate grievances in accordance with Article 7, Association Representatives and Activities. These investigations shall be conducted professionally and no employee shall be subject to offensive language, threats, or intimidation.

14.4 It is understood that many items can and will be resolved informally, however if an issue cannot be resolved informally, grievances shall be presented in the following manner:

Step I - The employee shall submit a written grievance to his/her superintendent or division manager within ten (10) work days of the occurrence or reasonable knowledge of the occurrence of the basis of the grievance. A copy of the grievance must be forwarded by the Association to the Administrative Services Director.

All grievances must contain the following information:

- A. The specific article and section of the agreement alleged to have been violated by the City.
- B. A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant.
- C. Signature of the grievant (or the signature of all employees in the case of a group of employees filing a single grievance) and date(s) signed.
- D. Designation of the specific association representative (must be an elected officer, representative, or steward) if the grievant requests association representative.

Failure of the grievant(s) to substantially comply with any part of this section shall make the grievance null and void.

The superintendent or division manager shall, within ten (10) working days after the presentation of the grievance, render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step II - Any grievance which cannot be satisfactorily settled with the superintendent or division manager at Step I shall be presented in writing by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the Department Head with a copy to the Administrative Services Director of their intent to proceed to Step II, containing a newly executed and dated signature of the grievant within ten (10) days of rejecting the decision rendered in Step I. The grievance may be discussed with the employee (and/or Association Representative) and the Department Head within ten (10) working days, unless a longer period of time is mutually agreed upon in writing. The Department Head shall within ten (10) working days after presentation of the grievance in writing or within ten (10) working day of the meeting, render his/her decision of the grievance unless a longer period of time is mutually agreed upon in writing.

Step III - Any grievance which cannot be satisfactorily settled with the Department Head shall be presented to the City Manager, or their designee, by an employee (either through/with an Association Representative or without one). The employee/association must provide written notice to the City Manager, or their designee, with a copy to the Administrative Services Director of their intent to proceed to Step III, containing a newly executed and dated signature of the grievant within ten (10) days of rejecting the decision rendered in Step II. The grievance as specified in Step II shall be discussed with the employee (and/or Association Representative) and the City Manager, or their designee, within ten (10) working days, unless a longer period of time is mutually agreed upon in writing. The City Manager, or their designee shall, within ten (10) working days after presentation of the grievance render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved at Step III above, the Association may request that the grievance be submitted to arbitration within ten (10) calendar days after the City Manager renders a written decision on the grievance. The Association shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) Arbitrators. Within five (5) work days of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list. The party requesting arbitration shall strike first.

Should the Association fail to request the panel of Arbitrators within the prescribed time period the grievance shall become null and void.

The City and the Employee Organization shall attempt to mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing,

and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step I of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Service.

Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses of obtaining a hearing room, if any, shall be paid by the party declared by the arbitrator to be the loser of the arbitration. The arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision. If the Arbitrator fails to specify the losing party, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Copies of the arbitrator's award shall be furnished to both parties within thirty (30) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

14.5 Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the City Manager, Step III, within ten (10) work days of the occurrence of the event(s).

14.6 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of this Agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this

Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

14.7 A member of the Association shall have the option of utilizing the Civil Service appeal procedure or the grievance and arbitration procedure set forth in this Article, but such employee cannot use both the Civil Service appeal procedure and the procedure of this article. A grievance pertaining to a specific article of this contract must be filed as a grievance under the provisions of this contract. Civil Service issues not addressed in this contract cannot be grieved under the provisions of this contract. At the time that an employee initiates a written grievance, he/she shall state in the body of the grievance whether the grievance is filed under the Labor Agreement or the City's Civil Service Rules. If the employee fails to make this statement, the employee shall be deemed to have filed the grievance under the Labor Agreement. At no time following the filing of a written grievance may the employee change his/her selection of which procedure and standards the grievance shall be processed under.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1 The purpose of this Article is to define hours of work but nothing in the agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

15.2 Forty (40) hours in a seven (7) day period shall constitute a standard work week for an employee covered by this Agreement, except as hereinafter provided. The City defines standard work period as Monday through Sunday. Non-exempt employees shall be paid time and one-half ($1\frac{1}{2}$) their regular hourly rate of pay for hours worked in excess of forty (40) hours in any work period. For the purposes of computing overtime compensation, only those hours actually worked shall be utilized, except as identified hereunder. Nothing herein shall guarantee an employee overtime payment unless the employee actually worked in excess of a forty (40) hour work week. Personal Leave (PL), bereavement leave, jury duty, holiday, and all other forms of paid leave shall not count as hours worked for the purpose of calculating overtime.

15.3 There are very limited circumstances in which an employee may receive compensation at a rate of one and one half ($1\frac{1}{2}$) their regularly hourly rate for a specified duration, even if the employee has not worked in excess of forty (40) hours in the work week:

Change in Schedule - Where a Department Director or the Division Head changes the work schedule (e.g. work days, starting and/or quitting time, days off, etc.) of any employee or group of employees, the affected employees shall be given forty-eight (48) hours' notice, unless an emergency or operational emergency necessitates a quicker change. An operational emergency is defined as the requirement to have one (1) licensed operator on duty at all times. Should it be necessary to change schedules to ensure one (1) licensed operator is on duty; schedules can be changed without the forty-eight (48) hour requirement and without paying overtime. Except for the operational emergency or emergency action, personnel who are not provided the appropriate notice will receive pay at one and one-half ($1\frac{1}{2}$) times the regular rate of pay for the first eight (8) hours of the changed shift.

Call Back - An employee who has left their normal place of work and who is "called back" for overtime work must report to his/her designated work area within forty five (45) minutes, and shall receive a minimum payment of three (3) hours at time and one half ($1\frac{1}{2}$) or the actual hours worked at time and one half ($1\frac{1}{2}$), whichever is greater. If an employee is called out multiple times during any three-hour "call back" period, and his/her actual hours do not exceed three (3) hours, the employee shall receive three (3) hours pay at time and one half ($1\frac{1}{2}$). If an employee covered by this agreement is required to work additional hours continuous with their scheduled work hours, only the work hours worked outside the scheduled hours will be compensated at time and one-half ($1\frac{1}{2}$) provided that the employee has exceeded forty (40) hours in the work week. This section

shall not apply if hours worked because of a call back extend into the start of the employee's regular work period (i.e. If you are scheduled to work at 7:00am and you get called in and report at 5:00 am, the hours subject to call back is from 5:00am-7:00am, which is two hours. This is less than three hours, therefore the employee will receive the three hour minimum, after 7:00 they will be compensated per their regular schedule).

Ordered Appearances - An employee, who in the exercise of their official duties, is court ordered, subpoenaed, or required to appear by the City to attend court involving a job-related case on their off-duty, will receive a minimum of three (3) hours pay at the rate of one and one half (1 ½) their regularly scheduled rate of pay. Employees must adhere to Article 19, Jury Duty and Appearance as a Witness. This section does not apply in the event the employee is the plaintiff in the litigation against the City, if the employee is a grievant in an arbitration against the City, or if the employee is court ordered, subpoenaed, or required to appear at the request of a plaintiff or grievant adverse to the City. In the event an employee claims time not actually spent in an off-duty court appearance, they may be discharged or disciplined. All hours under this section in excess of the three (3) hours minimum will be considered hours worked and be paid at the regular straight time or overtime rate, if more than 40 hours has been worked during the week.

Special Events in a week including a Holiday - If there is a Special Event in the Parks and Recreation department (i.e. baseball tournament) scheduled in the same period as a holiday and the employee has not utilized any PL in that period, the holiday hours will count as hours worked in the calculation of overtime. This may apply to employees covered under this agreement who report to a department other than Parks and Recreation but are required to work the event.

15.4 Scheduled overtime shall be defined as overtime scheduled with the employee prior to the employee leaving the work site, additional hours contiguous with their normal work time, or overtime scheduled to commence when the employee is provided more than eight (8) hours of notice. This time will be compensated at a rate of time and one-half (1 ½) if the employee has exceeded forty (40) hours in the work week.

15.5 Employees shall only be entitled to work as assigned or authorized by his/her supervisor. It is understood that the City has the right to schedule overtime work as needed, and in a manner most advantageous to the City. No employee shall authorize overtime for himself and no employee is permitted to work overtime from home without prior written authorization.

15.6 Overtime hours shall be distributed as nearly equal as possible among employees in the same classification within a division as long as such sharing will not delay or increase the cost of the City's operations.

15.7 All employees shall be required to start work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties, unless previously authorized by a supervisor.

15.8 Employees covered by this agreement who work (not to include any use of paid time) sixteen (16) or more hours in any twenty-four (24) hour period will be required to take a minimum of a six (6) hour rest immediately before returning to work. Unless approved by management, employees will not be permitted to volunteer for overtime if they are unable to work all or part of their next scheduled shift due to the rest period described herein. This provision may be suspended in declared emergencies.

15.9 Compensatory Time - In accordance with the Fair Labor Standards Act (FLSA), compensatory time may be granted in lieu of overtime to non-exempt employees. Compensatory time shall be credited to the employee at one and one half hours (1 ½) hours of compensatory time for each overtime hour worked. No employee may accrue more than 96 hours of compensatory time. This 96-hour limitation represents no more than 64 hours of actual overtime worked. A non-exempt employee who has accrued compensatory time shall be encouraged to use accrued compensatory time before using any personal leave. An employee may generally request to utilize this leave under the same terms identified for scheduled leave in Article 17, Personal Leave Time, however this time will be approved unless it will unduly disrupt operations. The City may, at its option and at any time, pay an employee cash in order to reduce or eliminate accrued compensatory time at the employee's current rate of pay. When a non-exempt employee separates employment from the City for any reason, all unused compensatory time shall be paid to such employee at the employee's final regular rate of pay. Compensatory time will not be counted as hours worked for calculating overtime.

15.10 There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

ARTICLE 16
HOLIDAYS

16.1 The City will recognize the following as paid holidays for employees:

1. Thanksgiving Day
2. Friday after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Memorial Day
6. Fourth of July
7. Labor Day

16.2 For those holidays where the City is officially closed for business and a holiday falls on an employee's off duty day or on a scheduled Personal Leave day, he or she shall receive eight (8) hours holiday pay at his/her regular rate of pay.

16.3 Employees who are required to be on duty on any holiday covered under 15.1 shall be paid time and one-half ($1\frac{1}{2}$) their regularly hourly rate (coded as overtime) for each hour actually worked on the holiday, in addition to receiving their eight (8) hours holiday pay (coded as holiday). Under no circumstances will holiday pay exceed two and one-half ($2\frac{1}{2}$) times one (1) day's pay at the regular rate, unless there is required overtime.

16.4 The eight-hour holiday shall not be allowed if an employee has an unscheduled absence on the work day prior to or the work day following such holiday.

16.5 For non-shift personnel, if a holiday falls on a Saturday or Sunday, the City will designate another day as the holiday. For employees who work in a twenty-four hour operation (24), the holiday will be observed on the actual holiday.

ARTICLE 17
PERSONAL LEAVE TIME

17.1 Employees shall start to earn Personal Leave (PL) Time allowances as of their date of appointment. New employees shall be eligible to begin using paid PL Time in accordance with Article 11, Probationary Employees.

17.2 Personal Leave Time cannot be used before it is earned. Personal Leave Time shall accrue at an equally prorated amount per pay period as follows:

<i>Length of Continuous Service:</i>	<i>Hours Accrued Annually:</i>
Less than 5 Years	225 Hours
5th Year thru 9th Year	250 Hours
10th Year thru 14th Year	275 Hours
15th Year thru 19th Year	300 Hours
20 + Years	325 Hours

An employee who is on unpaid status for more than half of their standard work week shall not accrue paid leave credit for such week of service.

17.3 Personal Leave must be requested and approved using the City's time and absence system at least three work days in advanced to be considered "scheduled leave".

17.4 In the event of an emergency, such as personal or family illness or other unforeseen emergency, no advance notice for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. Employees shall request an unscheduled leave absence under this section as soon as possible, but not later than one (1) hour prior to the start of the work period. Approval of PL which has not been scheduled in advance shall be at the discretion of the Department Director after consideration of the needs of the employee and the effect of the absence on the work department. Unscheduled personal leave shall not be approved when the employee could have reasonably anticipated the need and submitted a timely request in advance. Extenuating circumstances will be considered. Abuse of PL privileges shall be considered cause for disciplinary action or dismissal. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Article 17.3. Requests for unscheduled Personal Leave which is not related to an illness or other emergency may be denied by the employee's Supervisor. Generally, the City will not require a doctor's certificate for single occurrences of unscheduled PL. However, the City may request medical certifications related to FMLA, requests under the ADA to determine qualifications or ability to return to work after an absence, or to substantiate unscheduled absences. The decision to require a

doctor's certificate shall not be subject to grievance or arbitration procedures of this agreement.

- 17.5 Personal Leave banks cannot exceed 675 hours as of September 30th, of each year. Hours in excess of 675 each September 30th will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the employee's department director and the Administrative Services Director.
- 17.6 An employee may exchange forty (40) hours of personal leave for an equivalent amount of pay or request it be deferred into the employee's ICMA-RC 457 account as follows:
- Those employees with at least 280 hours of Personal Leave (PL) may exchange up to 40 hours
 - Those employees with up to 560 hours of Personal Leave (PL) may exchange up to 80 hours

The exchange (monitored by date of payment, not date of request) may only occur one time per fiscal year (October – September). In general, requests must be made to the Human Resources Division at least two weeks in advance of the desired payment date. Every attempt will be made to process the payments by the requested date, except in extenuating circumstances. No requests will be accepted after September 1st of each year. Requests received after September 1st of each year will be processed in the following fiscal year. All hours paid under this section will be deducted from the employee's banks as of the date payment is made.

- 17.7 An employee leaving the municipal in good standing after giving two weeks advanced notice of separation of service shall be compensated (or request compensation be deferred to the ICMA-RC 457 plan) as follows:
- A. 5 years of service or less: 50% of accrued leave up to 675 hours.
 - B. More than 5 years of service: 100% of accrued leave up to 675 hours.

Uncompensated hours are forfeited and shall not be reinstated if an employee is rehired.

An employee who fails to give two weeks' advance notice of separating service or is terminated from the City for cause shall forfeit all accrued personal leave. Personal Leave shall not be used as any part of the required two weeks' notice or to extend service.

In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave.

ARTICLE 18
LEAVE OF ABSENCE

18.1 Family Medical Leave - The City of Port Orange will grant leave to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and in accordance with the City General Administrative Policies Policy 1-22.

18.2 An employee may request a Leave of Absence, without pay, when all paid time off has been exhausted. Leave of Absence may be granted at the sole discretion of the City, in periods not to exceed thirty (30) day increments.

18.3 Holidays, personal leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay. Employee shall be responsible for insurance premiums for single and dependent coverage during unpaid leave of absence. If permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums.

18.4 Longevity increases, merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of leave of absence without pay. An employee shall return from leave of absence to the same pay rate as at the time of commencement of leave of absence.

ARTICLE 19
JURY DUTY AND APPEARANCE AS A WITNESS

19.1 Any employee covered by this Agreement who is summoned to perform jury service during his/her normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. The employee summoned as a juror shall attach a copy of his summons to their supervisor, to be provided to payroll. An employee who is released from jury duty prior to four (4) hours from his normal end of the workday, shall be required to report to his work site immediately after his release. All fees, excluding travel fees, will be signed over to the City.

19.2 An employee subpoenaed as a witness for a court proceeding during his/her normal working hours, not involving personal litigation, shall be granted leave with pay to appear and testify pursuant to the subpoena. An employee who is released from the subpoena prior to four (4) hours from his normal end of the workday, shall be required to report to his work site immediately after his/her release. All fees, excluding travel fees (unless a City vehicle was utilized), will be signed over to the City. The employee shall provide a copy of the subpoena to his/her supervisor within twenty-four (24) hours of its service or receipt.

19.3 Any court proceedings of a personal nature will not be subject to this article.

ARTICLE 20
BEREAVEMENT LEAVE

20.1 All permanent employees may be granted time-off with pay to arrange and/or attend funeral services in the event of a death in the employee's immediate family. Such time-off may be granted as required to a limit of up to three (3) days off with pay. For a death that requires out of state travel, two (2) additional days will be allowed. At no time will an employee be granted more than sixty four (64) hours in a given fiscal year.

20.2 Management may, upon request and at its sole discretion, require the employee to verify the employee's relationship to the deceased, proof of traveling out of state if requested, and to provide proof of death.

20.3 In the event of the need for additional time for a death, an employee may request to use accrued personal leave time provide the Department Head is notified in advance of such leave.

PROPOSED

ARTICLE 21
MILITARY LEAVE

21.1 Military Leave For Active Duty - Any regular or contract employee who leaves the service of the City to join the military forces of the United States or is called to active duty for service or training shall be placed on military leave in accordance with conditions set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes 115.09, 115.14 and 250.48. These laws currently protect employees' job rights and provide that employees who are called to active duty military service shall be placed on a fully paid military leave of absence for a period not to exceed 30 calendar days per activation.

21.2 National Guard or Military Reserve - Any regular or contract employee who is a commissioned reserve officer or reserve enlisted personnel or a member of the National Guard shall be placed on military leave in accordance with conditions set forth in USERRA and Florida Statutes 115.07, 115.14 and 250.48. Such leaves of absence shall not exceed 240 working hours during any one calendar year beginning January 1 for purposes of drill or annual training.

21.3 All such leaves of absence as described in either Article 21.1 or 21.2 above shall be verified by official orders or appropriate military certification by the Department Head within 3 days after receipt by the employee. During periods of military leave, the employee shall continue to receive City benefits so long as the employee's portion of benefit payments is maintained during this period. While on military leave, the employee shall not accrue personal leave and shall not receive holiday pay except for during the 30 calendar days of the active duty military leave or the 240 working hours of annual training. The employee shall be paid at his/her base salary or pay rate for the amount of paid leave as stated above in a. and b. Leaves of absence for additional or longer periods of time for assignment to active duty or annual training shall be without pay or charged as annual leave as requested by the employee. Such leave will be granted without loss of time or seniority in accordance with USERRA and Florida Statutes, Chapter 115.07, 115.09, 115.14 and 250.48.

ARTICLE 22
AUTHORIZED USE OF PRIVATE AUTOMOBILES

22.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the approved City rate corresponding to the most current "standard mileage rate" as set by the I.R.S. for business miles driven. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter.

22.2 A written claim for compensation under this Article must be submitted to the Department Head by the employee during the week that the private automobile was used. Failure to follow this procedure will result in the claims being denied.

22.3 Those personal vehicles are required to have a minimum automobile insurance coverage for liability in the amount of \$100,000 (required by law) for each person, \$300,000 for each accident, and property damage of \$25,000. The City will not assume responsibility for any damages to the employee's vehicle. The mileage reimbursement payment includes a factor for both liability and collision insurance coverage. Proof of insurance is to be provided to the City's Risk Manager on an annual basis.

ARTICLE 23
UNIFORM AND EQUIPMENT

23.1 The requirement to wear uniforms will be at the discretion of the Department Head. Employees will not be eligible for a uniform issue if the Department Head determines that uniforms are not required. The City will furnish uniforms to those employees required to wear a uniform. Cleaning of the uniform will be the responsibility of the employees. City-issued uniforms and other articles of clothing are provided for wear while at work, and are not to be worn for non-duty purposes.

23.2 Employees shall be responsible for taking reasonable care of all issued equipment. The City agrees to furnish employees, at City expense, replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct. Appropriate deductions will be made from the employee's pay check(s) if items of uniforms/equipment are not surrendered upon separation of employment or are lost/damaged due to employee negligence.

23.3 The City agrees to have each City vehicle inspected by a certified mechanic.

23.4 The City will furnish safety equipment the City determines necessary to do the job. Where safety equipment is furnished by the City, the employees must wear such safety equipment when instructed to do so and are subject to disciplinary action for failure to do so.

23.5 The Department Head and Risk Manager shall jointly determine the work and/or safety related necessity of special footwear for each job classification. Members in job classifications requiring special footwear who have completed six months of employment (and each fiscal year thereafter) shall receive reimbursement from the City for the purchase of appropriate footwear, to a maximum of \$165.00 each fiscal year. To be eligible for reimbursement, the employee must submit a receipt and proof that the footwear meets appropriate safety standards. Receipts must be turned into their supervisor within fifteen (15) days of purchase of the footwear. New hires may submit their receipt upon purchase but will not be reimbursed until the time frame provided in this section.

23.6 The City will issue uniforms in compliance with IRS regulations pertaining to work clothes and Uniform Allowances and Reimbursements.

ARTICLE 24
PHYSICAL EXAMINATION AND WORKERS' COMPENSATION

24.1 Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the City, shall be entitled to the following compensation:

- A. During such temporary, total disability, the employee shall receive differential payments from the City (differential payments being the sum difference between the amount of Workers' Compensation received and the employee's salary earned from the City at the time of the accident) for a period not to exceed sixty (60) calendar days for any one injury.
- B. At the end of sixty (60) calendar days, the employee shall only be entitled to benefits provided by the Workers' Compensation law. However, the employee may request to utilize available paid time off in order to receive compensation for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled amount
- C. Leave for Workers' Compensation shall run concurrent with leave as covered under Family Medical Leave Act (FMLA).
- D. If, in the City's opinion, this benefit is being abused, this Article will be subject to renegotiation at that time and prior to the expiration of this contract.

24.2 The City may direct any employee claiming disability to submit to a physical and/or mental examination conducted by a physician, psychiatrist or psychologist selected by the employee from a list of not less than three (3) physicians designated by the City. The sole purpose of such an examination under this Article shall be to determine whether the employee has a physical or mental disability which impairs his effectiveness as an employee, limits his ability to perform his assigned duties, or makes his continuation in his job a danger to himself, the public, or other employees. In the event the City and the designated physician determine that a non-job-related disability does exist, the following action shall be taken:

If the designated physician determines that the disability can be corrected, the employee shall be allowed a specified time determined by the physician to have it corrected. During this period of time and after consulting with the Administrative Services Director, the City Manager, at his/her discretion, may permit the employee to continue with his normal duties, or temporarily remove the employee from the City service. Should the employee be temporarily removed from the City service during the period of time specified for the correction of their disability, the employee may utilize available paid time off, or leave without pay for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the specified period of time, he shall be subject to dismissal from the City service.

24.3 The City agrees that any employee injured on the job shall be paid for the employee's full schedule of hours for the day of the accident if his physician advises him that he could not or should not return to work that day. However, the City reserves the right to have the employee examined by a physician designated by the City, at no cost to the employee.

PROPOSED

ARTICLE 25
ALCOHOL AND DRUG TESTING

25.1 The City of Port Orange recognizes that drug and alcohol abuse is a growing problem within our nation's work force. The City also recognizes the tremendous costs, both in terms of efficiency and in human suffering, which drug and alcohol abuse may cause. Substance and alcohol abuse by employees of the City may have an adverse impact on City government, operations, and the health, welfare, and safety of City employees and the general public. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated for all employees.

A. Applicants for certain positions will be required to submit to testing for alcohol or substance abuse as a condition of accepting employment, in accordance with General Administrative Policy 1-55, Pre-Employment Security Checks

B. All applicants shall be required to sign a certification prior to commencing employment which contains the following language:

I declare that I am not currently taking any controlled narcotic substance and do not use illegal drugs, including but not limited to, marijuana or cocaine. I understand that I am subject to screening for drugs, alcohol, or substance abuse and that positive findings will disqualify me for employment. I further understand that in the event I am currently taking any medications prescribed by a physician, it is my obligation to so inform the City prior to testing or anytime thereafter.

C. The City prohibits all employees from:

1. Selling any drug, including alcohol or prescription drugs, while on duty, unless the employee is legally entitled to sell the substances in question under the circumstances.
2. Possessing any alcoholic beverage or unlawful drug while on-duty or on City property at any time.
3. Using any substance (including illegal drugs, prescription drugs not prescribed for the employee by a physician, alcohol, or any other substance) which may adversely affect job performance.

This may include both use while on-duty and use while off-duty which can adversely effect on-duty job performance.

D. The City shall have the authority to require employees to submit to toxicology and/or alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The City agrees that requiring employees to submit to toxicology and/or alcohol testing shall be

limited to those circumstances which indicate that reasonable cause exists that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City of Port Orange Personnel Rules regarding the use or possession of such substances.

- E. In the event the City has a reasonable cause to believe that an employee is under the influence of drugs or alcohol, the City may request that the employee submit to breathalyzer tests, blood tests, urinalysis, and/or other appropriate testing methods.
- F. If the employee tests positive for alcohol or drugs, the City may impose disciplinary sanctions. Discipline for use on-duty may include discharge.

The City may direct an employee who has tested positive for drugs to provide a hair sample for confirmation purposes. Employees who test positive for drugs may request a hair sample confirmation test be administered within one (1) day of receiving notice of a positive test. If an employee fails or is unable to provide a hair sample within the time period specified, the employee waives his or her right to use the hair sample as a confirmation and the result of the initial drug test shall be considered final. The hair sample shall not be used to confirm a positive alcohol test.

Any employee who is arrested for selling illegal drugs while off-duty shall be subject to disciplinary actions up to and including discharge.

All employees who must use a prescription drug which may cause adverse side effects (for example, drowsiness, impaired reflexes, or reaction time) shall so inform the City that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform the City of the possible side effects of the drug on his/her performance and expected duration of use.

- G. In the event the City requests that an employee submit to breath, blood, urine, and/or other tests and the City employee chooses not to submit to such test or tests, then the reasonable cause to believe that the employee was under the influence shall be grounds for appropriate disciplinary action.
- H. In the event the City requests that an employee submit to drug or alcohol tests, the costs of such tests shall be paid by the City.
- I. Direct involvement in an accident by an employee while on-duty shall be considered an example of a reasonable cause to require the employee to take drug or alcohol tests, where it appears that such accident would not have occurred but for the possible impairment of the employee involved by drugs or alcohol.

- J. Employees required to take regularly scheduled physical examinations shall have included as part of the examination a test for alcohol or drugs.
- K. Employees with job performance or attendance problems shall bear the primary responsibility to seek diagnostic and appropriate treatment for such problems. In the event an employee seeks assistance and treatment for an alcohol or drug-related problem, the above-mentioned disciplinary system for violation of City Policy shall not be followed. An employee may be granted a one-time leave of absence without pay, not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. No employee benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary measures for alcohol or substance abuse. City employees with job performance and attendance problems or who otherwise fail to meet the requirements of his or her job and do not seek assistance shall be subject to the disciplinary actions as set forth by City Policy.
- L. The result of any drug or alcohol test shall be considered a medical report and shall be confidentially handled as if part of an internal affairs investigation of the City, and the employee involved shall be afforded a pre-disciplinary hearing which allows the employee to challenge or rebut the test findings prior to any disciplinary action being taken.
- M. Decisions of an arbitrator under this Article shall be limited to a determination of whether there existed reasonable cause to activate the provisions of this Article and if this issue is determined in the employee's favor, he shall be reinstated. The question of whether or not the employee was under the influence of alcohol or drugs shall be subject to arbitration, but not the subsequent disciplinary measure imposed by the City.
- N. Reasonable cause as used in this Article shall be reduced to writing and signed by the person initiating the allegation before activating the provisions of this Article.

25.2 The City shall implement an alcohol and controlled substance testing program that meets the minimum requirements of the testing procedures which are required by Section 112.0455 and Section 440.102, Florida Statutes, Rule 69L-9 and Chapter 59A-24, Florida Administrative Code, and Title 49, Code of Federal Regulations to identify employees who use illegal drugs or abuse alcohol, either on or off the job. The City specifically agrees that it shall confine any employee sanctions to disciplinary actions authorized by its Drug-Free Workplace Policy as amended. In addition, the City agrees that it shall issue consistent levels of discipline to employees who receive verified positive tests for drug or alcohol use, whether the testing is administered as part of a random test or a test based on reasonable suspicion.

The City of Port Orange is a drug free workplace and as such shall comply with all laws, rules and regulations associated with being a drug free workplace. Additionally, the City of Port Orange requires in many of its job classifications that employees must have CDL's. The City of Port Orange and employees shall comply with all laws, rules and regulations related to drug and alcohol testing for CDL's.

First Offense is a mandatory 30 consecutive calendar day suspension without pay. Any holidays that occur during the suspension period shall not count as a day in meeting the suspension requirement. An employee who tests positive shall not accrue any personal leave time during the suspension. An employee, covered by this agreement and who tests positive for drugs and alcohol, shall be required to pay their normal employee and dependent health, dental, and life insurance premiums during the suspension period. The employee shall not be eligible to accrue or use personal leave during the suspension without pay period. The employee shall not be eligible for bereavement leave or any other type of paid leave during the suspension period with pay that may be included as part of this agreement. Prior to returning to work, an employee shall be required to take and pass a drug and alcohol test. The cost of the drug and alcohol retest shall be at the employee's expense. Any employee who test positive for either drugs or alcohol shall be subject to 12 random drug tests during the following 12-month period at the employee's expense, or more if recommended by a Substance Abuse Professional (SAP). Failure to pass any drug and alcohol test during this 12-month period of time shall result in immediate termination and forfeiture of any personal leave hours that may have accrued to the employee. Any employee who tests positive shall enroll in mandatory counseling program as a condition of returning to work. The employee shall provide weekly treatment statements to the City by a physician, professional counselor, counseling service, EAP or any other provider of drug and alcohol counseling and rehabilitation services.

Second Offense: Automatic Termination.

25.3 As used in this Article, a positive alcohol reading or a positive alcohol test shall mean a blood or breath alcohol level of .04 or above.

If an employee provides a valid blood or breath sample of .02 - .0399, he or she will be removed from the workplace and placed on unpaid leave until the BAC is below .02. For administrative purposes, a BAC of .02-.0399 shall not be considered a positive result.

ARTICLE 26
INSURANCE

26.1 The City agrees to maintain a hospitalization program for the employees with the City paying the lowest “employee only” rate among all health insurance plans with a copay offered. The employee will be responsible for the cost of dependent coverage. The employee who elects coverage with a carrier/plan which has a higher rate shall pay the difference in any premium charged by that carrier.

PROPOSED

ARTICLE 27
TUITION REIMBURSEMENT AND TRAINING

27.1 Tuition Reimbursement

- A. Subject to budget constraints and availability of funds, the City agrees to reimburse the employee for the cost of up to two (2) approved classes per semester (fall, spring, summer). The employee will be reimbursed actual course expenditures (excluding books and materials), not to exceed the In State per Credit Hour Baccalaureate rate at Daytona State College (DSC) rate. The City will reimburse the employee for actual course expenditures (excluding books and materials) for graduate course work at the rate of one half (1/2) the in-State Per Credit Hour Graduate rate at University of Central Florida (UCF) rate, regardless of where the courses are taken. Courses will be paid on a reimbursement basis with proof of payment and grade.
- B. Employees must have completed twelve (12) months of service with the City to be eligible for taking courses as allowed under this article.
- C. All employees must pre-register with the Human Resources Division regardless of where the courses are taken, if the employee intends to apply for tuition reimbursement. The City maintains the option to refuse to pay for courses that are not directly related to a degree program or courses that have excessively high costs.
- D. The employee shall not receive reimbursement by the City if the course is not passed with a grade of "C" or better or a passing grade on a pass/fail system or if grades are not received within three (3) months after the completion of the course.
- E. The City will require each employee to remain in the service of the City for one (1) year after completion of the most recent class paid for by the City or the employee will be required to reimburse the City for the costs of tuition unless the employee is terminated by the City. This obligation will begin on the day after the school semester is completed.
- F. It is clearly understood that all tuition reimbursement is subject to budget constraints and availability of funds as defined in the line item 001-1000-519.40-10. The funds assigned to this line item are for use City Wide and approval of funds will be based on a first come, first serve basis upon applying for reimbursement prior to the course beginning.

27.2 Training Reimbursement

- A. If an employee is hired as an underfill into a position required to have a commercial driver's license (CDL), and does not already have this designation, upon successful completion, the City will reimburse an employee for the driver license fee to obtain the original CDL. This reimbursement will only include a reimbursement for an endorsement if required by the City. The employee may request a one-time reimbursement for the fee of a CDL skill test upon successfully obtaining their CDL. Reimbursement will only be paid at the lowest cost available found on the Florida Statewide Contracted Commercial Motor Vehicle Skill Test Sites list, with proof of payment, and is subject to availability of department funds.
- B. For CDL renewals, for those employees required by the City to possess a CDL, the City will pay for the renewal of the Commercial Driver Licenses (CDL) with required endorsements.
- C. Mandatory Training: Subject to departmental training budget constraints, individual departments may provide additional mandatory, job related training, certifications, or continuing education opportunities to covered members. An employee shall be compensated for time spent attending required training as provided for by law. In the event an employee fails to successfully complete the requirements of the course, the city shall not be required to further compensate the employee for additional training costs.
- D. Non-Mandatory Training: The city/department director may, but has no obligation to compensate, reimburse, or provide up-front payment to employees for non-mandatory training.

27.3 All tuition reimbursement and training costs paid by the City will be administered in accordance with IRS regulations pertaining to fringe benefits.

ARTICLE 28
WAGES

28.1 The following pay adjustments will occur during this contract period:

A. Effective the first full pay period following the ratification of this agreement by both parties or following October 1, 2019, whichever is later, for fiscal year 2020, employees who have been employed with the City a minimum of six months on or before September 30, 2019 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range.

B. Effective the first full pay period following October 1, 2020 for fiscal year 2021, employees who have been employed with the City a minimum of six months on or before September 30, 2020 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range.

C. Effective the first full pay period following October 1, 2021 for fiscal year 2022, employees who have been employed with the City a minimum of six months on or before September 30, 2021 and whose base pay is below the maximum of their pay range shall receive a three percent (3.0%) increase to their base pay, up to the maximum of their pay range, not to exceed the maximum of their pay range. On or about the first full pay period in October of 2021, any employee whose current rate of pay is in excess of the top out of their pay grade shall have the option to receive a one-time payout in an amount equivalent to two and half percent (2.5%) of their base wage or the option to have an equivalent of three percent (3%) of their base wage contributed to an ICMA-457 account. Employees must make this election by September 15th to the HR Division, or the election will default to the 457 contribution.

28.2 All future wage increases beyond the term of this contract shall be subject to negotiation by the parties.

28.3 The City Manager may review and amend the pay schedule during the fiscal year as appropriate to provide for and implement new job classifications, reclassifications, title changes, or pay range changes. The City Manager shall review the pay schedule annually prior to submission of the proposed budget to the City Council and shall recommend to the City Council any amendments deemed necessary to properly maintain the pay schedule. Effective 10/1/19, the City will increase the top out of the pay ranges by five percent (5.0%) Effective 10/1/19, the starting wage for all classifications will increase by 1.5%. The City may at their discretion elect to fully utilize this provision during the length of this contract to continue to address market concerns holistically or based on individual positions based on organizational need. The City will evaluate the impact of current employees within a classification when determining the appropriate course of action.

28.4 The City performance evaluation for regular full-time and regular part-time employees is a satisfactory/unsatisfactory rating system. If the employee's performance for the previous year has been satisfactory, he/she will receive a rating of satisfactory. The employee will then be scheduled for an evaluation the next year. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed on a performance improvement plan, and re-evaluated in a minimum of ninety (90) days. If the employee has still not raised his/her performance level to satisfactory after this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee. An employee may be placed on a performance improvement plan at any time throughout the year to address performance concerns.

28.5 Rates of pay for new hires, promotions, demotions, and transfers shall be placed within the appropriate pay range in accordance with General Administrative Policy 1-33, Placement of Employees Within Pay Ranges.

28.6 On-Call Assignment - Employees serving an on-call assignment in a classification that requires 24/7 on call status for an entire week for shall receive the equivalent of ten (10) hours of straight time as a non-pensionable payment added to their compensation for that week. Employees serving an on-call assignment in a classification that requires less than a 24/7 on call status shall receive the equivalent of three (3) hours of payment at time and one half as a non-pensionable payment added to their compensation for that week. This time will not be considered "hours worked" for the purpose of calculating overtime.

A. Under no circumstances shall the City be obligated to make a pro-rata payment to any employee serving an on-call assignment less than the seven (7) day work period. If an employee is "called out", they will receive compensation in accordance with Article 15, Hours of Work and Overtime.

B. On Call Assignments will be made in accordance with Departmental Standard Operating Procedures

28.7 Specialty Pay - The City has determined that it is appropriate and beneficial in some circumstances to provide employees with opportunities to earn compensation in addition to their base wage or salary rates in the form of specialty pay. Specialty pay opportunities can benefit both individual City employees and the City as an organization. Employees can benefit not only through receipt of direct financial rewards for acquiring additional licenses, certifications and/or specialized training, but also through enhanced promotion and career flexibility opportunities which their attainments may provide for them. The City benefits when its employees are motivated to acquire knowledge, skills and abilities which will enable them to better serve the public. In addition, specialty pay opportunities can improve employee morale and may enhance the City's ability to attract and retain employees, especially in skilled positions which are sometimes difficult to fill. This specialty pay has been awarded to historically to employees in a variety of ways. For

employees who earn a qualifying certification after the ratification of this agreement, they will be administered as follows:

A. Specialty pay under this article shall not be rolled into an employee's base pay but will be paid on their regular check each pay period as additional pay. The annual amount will be divided by the number of regular pay periods and will be awarded per that schedule.

B. Specialty pay is intended to be awarded for job related certifications in excess of the minimum qualification required for a position. Employees shall not receive certification pay for a license/certification that is a minimum requirement of their classification.

C. Any employee who is granted Specialty Pay for a function shall be obligated to perform the work in the licensed discipline, unless otherwise specified for dual licensure herein this Article. If the employee ceases to have a valid license in good standing or fails to satisfactorily perform duties assigned to them based on the scope of the license, the specialty pay for that license shall be terminated immediately. For employees who previously had specialty pay rolled into their base pay and the license is discontinued or allowed to lapse, the amount equivalent to the annual amount described herein, converted to an hourly rate, will be reduced from their base pay. If the employee then reobtains this license, they will fall under the provisions found below.

D. Building Inspectors/Plans Examiners shall be eligible for Specialty Pay in accordance with General Administrative Policy 1-31, Employee Incentive Pay Programs. The amount of the benefit covered under this Policy will not change for the duration of the contract.

E. Code Compliance Inspectors shall be eligible for Specialty Pay in accordance with General Administrative Policy 1-31, Employee Incentive Pay Programs. The amount of the benefit covered under this Policy will not change for the duration of the contract.

F. Treatment Plant Operators and Shift Supervisors shall be eligible for \$1,700.00 a year for each Water or Wastewater operator license obtained in excess of their minimum required license, up to an annual maximum of three (3) licenses (\$5,100), to include eligibility for dual licenses. In the event the City determines that Treatment Plant Operators holding different levels of licenses will be treated as distinct positions, this Specialty Pay may cease to be valid.

G. Employees in the Field Operations Division in the Public Utilities Department, Lift Station Mechanics, Utility Inspectors, and Plant Mechanics shall be eligible for \$1,200.00 a year for each Distribution or Collections License in

excess of the minimum required license for their position. Employees are not eligible to receive more than \$3,600.00 in Specialty Pay, to include eligibility for dual licensure. In the event the City determines that licensed and unlicensed Utility Systems Operators will be treated as distinct positions, this Specialty Pay may cease to be valid for the initial license. For employees in Field Operations position under this subsection who have already obtained their Water or Wastewater License Treatment Plant Operations License (TPO), the TPO License shall supersede through the top level of distribution or collection licensing and shall only be eligible for one license in the other discipline.

H. Automotive Mechanics shall be eligible for the following:

- a. \$500.00 a year for each ASE Certification, Allison Auto Transmission, or Emergency Vehicle Technician certification earned.
- b. \$1,500 a year for Advanced Specialist & Master Auto Technician.
- c. Automotive Mechanics are not eligible to receive more than \$2,500.00 in Specialty Pay between all certifications.

I. The Public Utilities Director may determine the number of employees required to hold a Back Flow Prevention License. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually.

J. The Parks and Recreation Director and Public Works Director may determine the number of employees required to hold a FDACS Pesticide Applicator License in their respective departments. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually for each level of certification obtained, not to exceed \$2,500.00 annually for any single employee.

K. The Parks and Recreation Director may determine the number of employees required to hold a NRPA Playground Safety Inspector license. Employees who are assigned to this role and have obtained this certification shall be eligible for \$500.00 annually.

L. The Parks and Recreation Director may determine the number of employees required to hold Department of Health Certified Pool Operator license. Employees who are assigned to this role and have obtained and have continuously maintained this certification shall be eligible for \$500.00 annually.

M. Maintenance Workers, Equipment Operators, Heavy Equipment Operators, Crew Chiefs, and Supervisors assigned to the Roads and Streets Division of Public Works shall be eligible for \$500 a year for each level of the Sign and Pavement

Marking Technician certification in excess of the minimum required license for their position. Employees are not eligible to receive more than \$1,500 in Specialty Pay.

Employees who had Specialty Pay awarded prior to this ratification of this Agreement will maintain their previous certification as awarded at the time of obtaining the license. Any employee who had maximized their specialty pay under the old method will not be eligible to additional specialty pay under this current article. For employees who had previously had Specialty Pay awarded as a factor to base pay, the maximum of the pay range will be identified as the current maximum pay range, plus whatever percentage of specialty pay previously awarded.

The City and the Union acknowledge that during the duration of this contract, additional circumstances may be identified in which the City determines it is appropriate to provide Specialty Pay to employees. These instances will be documented in Policy 1-31 to determine what employee group is eligible and the amount in order to achieve consistent application of the Specialty Pay. This additional Specialty Pay will be subject to budgetary constraints. It is understood that it is not the intent for every training course completed by an employee or certification obtained to be eligible for Specialty Pay. It is the responsibility of every employee to ensure they provide proof that each license is maintained as valid upon renewal or expiration to the Human Resources Division and their Department, and to notify accordingly if a license is lost.

28.8 Shift Differential – The following classifications will be eligible for Shift Differential in accordance with the following provisions:

- A. It is acknowledged that the City is migrating to a new Enterprise Resource Planning System that will provide greater capacity to perform Shift Differential over the current system. It is understood that under the current system, the agreed upon method of issuing Shift Differential would not be efficient. Therefore, the Union and the City agree that this provision of the contract will not be implemented until the successful implementation of the new system. The go-live date is currently scheduled for the first payroll of January 2020, which is when it is anticipated this program will begin. If for some reason the City is not successful in implementing the new system by January 2020, the union and the City agree to sit down and discuss alternative methods for the implementation of the Shift Differential program.
- B. Only classifications who are regularly and permanently assigned shifts other than first shift are eligible for this program. Effective 10/1/2019, classifications eligible for the program include Treatment Plant Operators and Shift Supervisors in the Utilities Division, Custodian, and Custodial Crew Chiefs in the Public Works Building Maintenance Division and the Parks Maintenance Divisions over the evening crew. Effective 10/1/2020 the City will evaluate the

- expansion of this program, which may include the classification of Recreation Coordinator and Program Specialist in Athletics or other positions identified and determined as eligible by the City.
- C. Classifications eligible for the Shift Differential Program will be paid an additional \$0.50 per hour for all hours actually worked between the hours of 6:00pm and 6:00am.
 - D. The shift differential will only be paid on hours actually worked. Personal leave time and holidays not worked will be paid at the base hourly rate and will not include Shift Differential.

PROPOSED

ARTICLE 29
RETIREMENT PLAN

29.1 The parties hereto recognize that in accordance with Chapter 54, Article III, Code of Ordinances, City of Port Orange, the employees in the Bargaining Unit are participants in a General Employees Defined Benefit Plan, an International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan, or an ICMA-RC Deferred Compensation (457) Plan as their primary plan. In addition, employees may participate in the ICMA-RC Deferred Compensation (457) or Roth IRA plan currently offered by the City for additional retirement opportunities.

29.2 For those employees covered under the Defined Benefit Plan, the employee mandatory contribution as of ratification of this agreement is 7.5%. The City will contribute the amount determined appropriate by the City to keep the plan actuarially sound.

29.3 All new bargaining unit members shall only have the option of participating in the ICMA-RC Section 401a Defined Contribution Plan as their primary retirement plan.

29.4 For those employees covered under the Defined Contribution Plan, the employee will not have a mandatory contribution. The City will contribute 10% of the employee's base wage. Additionally, for employees not covered by the Defined Benefit plan, for each 1% of employee contribution, the City will contribute an additional ½ of 1% to a maximum of an additional contribution of 3% by the City.

29.5 The parties agree to amend the Retirement Plan following the adoption the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the ordinance as follows:

A. For the International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan only, the vesting schedule will be amended based on the schedule below.

<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Current Plan</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>25%</u>	<u>40%</u>	<u>55%</u>	<u>70%</u>	<u>85%</u>	<u>100%</u>
<u>Proposed Plan</u>	<u>0%</u>	<u>20%</u>	<u>40%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>				

ARTICLE 30
SEVERABILITY

30.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decisions; and all other Articles, Sections or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

PROPOSED

ARTICLE 31
DURATION OF AGREEMENT

31.1 This Agreement will be in full force and effect as of the date of ratification by both the union and the City Council and shall remain in full force and effect until midnight on the 30th day of September, 2019.

31.2 No item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement unless it is mutually agreed by the parties in writing to renegotiate such items.

31.3 As used in this Agreement, the term “he” or “she” shall be interpreted to be gender neutral, and shall be understood to encompass both genders.

PROPOSED

Miller, Jamie

From: Les Cantrell <les_cantrell@aol.com>
Sent: Monday, August 19, 2019 7:38 AM
To: Miller, Jamie
Cc: joey_acuff@yahoo.com; Baldwin, Andrew; HRAdmin; Stevens, Lynn; Lovallo, Susan
Subject: [EXT] Re: Notice of Contract Item

Jamie,

I agree this is a scrivener's error and doesn't reflect the intent of the negotiations. We are in full agreement it should be "2019".

Please make the change prior to the signing of the contract. We will attach this email to the documents presented to members for their review prior to voting.

A meeting will not be necessary as we are in agreement of intent.

Les Cantrell
National representative
NAGE

Sent from my iPhone

On Aug 16, 2019, at 1:04 PM, Miller, Jamie <jmiller@port-orange.org> wrote:

Les/Joe,

It appears there is a scrivener's error in Article 28.1, Section A, approximately line 4.

I believe based on negotiation the intent of the date should be **September 30, 2019** not 2020.

Please confirm if we need to arrange an additional meeting to discuss whether there is a scrivener's error or we need to re-discuss intent.

JAMIE MILLER, PHR
Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5562
FAX: 386-756-5290
EMAIL: jmiller@port-orange.org
WEBSITE: www.port-orange.org

<image001.jpg>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: Yes

SUBJECT: (C12) Resolution No. 19-41 - Budget Appropriation to increase funds in Funds 410 & 503

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-41.

SUMMARY: Resolution No. 19-41 is attached for council's consideration.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-41	Reso. No. 19-41.pdf
2.	Reso. No. 19-41 Exhibit A	Reso. No. 19-41 Exhibit A.pdf

Robin Fenwick
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 8/26/2019
Approved - 8/26/2019
Approved - 8/26/2019
Approved - 8/27/2019
Final Approval - 8/27/2019

RESOLUTION NO. 19-41

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2019
BUDGET; TO BUDGET FOR APPROPRIATED EQUITY
IN THE AMOUNT OF \$35,000 IN THE SOLID WASTE
FUND (410) AND \$55,000 IN THE VEHICLE
MAINTENANCE FUND (503); AND \$5,000 FOR A
DONATION FROM CORACI TRUST; RATIFYING
ACCEPTANCE OF THE CORACI TRUST DONATION;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for an increase of \$35,000 in appropriated equity in the Solid Waste Fund (410) to be used to fund unanticipated increase in Other Contracted Services due to the GEL Corporation recycling contract costs; and

WHEREAS, the City Council desires to budget for an increase of \$55,000 in appropriated equity in the Vehicle Maintenance Fund (503) to be used for unanticipated increases in Equipment, parts and accessories costs; and

WHEREAS, the City Council desires to ratify the acceptance and budget for a \$5,000 Donation from the Coraci Family Trust to be used towards the purchase by Parks and Recreation Department of Mobi-Mats for ADA access.

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

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2019 General Fund 001
Prepared: August 21, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Donations	\$ 5,000

	Total Revenues:	<u>\$ 5,000</u>
--	------------------------	-----------------

<u>Expenditures:</u>	
Culture and Recreation - Parks	5,000

Total Expenditures:	<u>\$ 5,000</u>
----------------------------	-----------------

To budget revenues and expenditures related to donation for Coraci Park

FY2019 Solid Waste (Fund 410)
Prepared: August 21, 2019
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	35,000
Total Revenues:	<u>\$ 35,000</u>

<u>Expenditures:</u>	
Physical Environment - Solid Waste	35,000
Total Expenditures:	<u>\$ 35,000</u>

To budget additional funding for unanticipated increase in GEL Corp recycling contract

FY2019 **Vehicle Maintenance Fund (503)**
Prepared: **August 21, 2019**
Finance: **Finance Staff**

Resolution No. 19-41

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Appropriated Equity	55,000
Total Revenues:	\$ 55,000

<u>Expenditures:</u>	
Public Works - Vehicle Maintenance	55,000
Total Expenditures:	\$ 55,000

To budget for additional Vehicle Maintenance expenditures through year end.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (D13) Request from Southport Development for an Affordable Housing Contribution from the City of Port Orange

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

SUMMARY: A representative from Southport Development will be making a presentation and requesting a local government contribution for the proposed Spruce Creek Commons affordable housing development, proposed at 4870 Spruce Creek Road. Southport Development is requesting either a minimum \$50,000 contribution which would allow them to apply for the State Apartment Incentive Loan (SAIL) program or a \$354,000 contribution that would qualify them for the Local Government Area of Opportunity Funding Goal for the 9% Low-Income Housing Tax Credit (LIHTC) round. Attached is the request letter from Southport Development, along with their concept site plan, company information, and property list. At this time, no development applications have been submitted for this proposed development. This is not in a CDBG qualified part of the city.

If Council is interested in Southport Development's request, staff will schedule this item on a future Council agenda for formal consideration.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	SP Creek LLC-Local Govt Contribution Request	SP Creek LLC-Local Govt Contribution Request.pdf
2.	Southport Information	Southport Information.pdf
3.	SPF_JDP NATIONAL Property List 12 31 2018	SPF_JDP NATIONAL Property List 12 31 2018.pdf
4.	4870 Spruce - Draft Site Plan	4870 Spruce - Draft Site Plan.pdf
5.	SP Creek-Local Govt Contribution Forms	SP Creek-Local Govt Contribution Forms.pdf

SP CREEK LLC

June 4, 2019

City of Port Orange
Economic Development
Penelope Cruz
1000 City Center Circle
Port Orange, FL 32129

Re: Local Government Contribution for Affordable Housing
Spruce Creek Commons
4870 Spruce Creek Rd
Port Orange, FL

Dear Ms. Cruz,

SP Creek LLC intends to seek funding from the Florida Housing Finance Corporation for its development Spruce Creek Commons (SCC) in two upcoming RFA's: the RFA for the State Apartment Incentive Loan (SAIL) program and the RFA for the 9% Affordable Housing Tax Credits. To ensure a competitive qualified application, SP Creek LLC will be required to obtain a qualifying Local Government Contribution from the City of Port Orange. These amounts differ by program; the SAIL program requires a contribution of \$50,000, while the Local Government Area of Opportunity Funding Goal for the 9% program requires a contribution of \$354,000 to qualify. Though we intend to apply for both RFA's, the development can only be funded by one.

Spruce Creek Commons is a proposed 108-unit new construction affordable housing community located near 4870 Spruce Creek Rd, Port Orange, FL. The site is approximately 8.49 acres total, zoned R-3M for Medium Density Residential. Water, sewer and electric services are available at the site, as is access off Spruce Creek Rd.

The proposed development team includes Southport Development, Inc., (Developer), Vaughn Bay Construction, Inc., (Contractor) and Architectonics Studios, Inc., (Architect). The applicant, SP Creek LLC, shares the same key principal as Southport Development, Inc., J. David Page. The development team has successfully worked together on the development of more than 10 affordable housing communities over the past 5 years, and the development team is confident that the same success will be achieved at SCC.

The Developer, Contractor, and Architect will work together to deliver the proposed development in a timely, professional and quality manner. The Developer's responsibilities shall include but not be limited to securing necessary awards to build SCC, secure debt and equity financing, coordinate all due diligence items necessary to consummate the transaction, work with Contractor and Architect to create all necessary design, scope, and budget documents and be responsible for development oversight during construction and thereafter. The Contractor, an affiliate of Southport Development, Inc., shall work with Developer and Architect during the pre-development phase, be responsible for the construction of the community, and provide

necessary completion assurances. The Architect's responsibilities shall include the design of the community in accordance with all federal, state, and local codes. Additionally, architect shall ensure adherence with any state agency prescribed design features. Finally, the Architect shall be responsible for ensuring conformance to plans and specs through construction along with the quality of workmanship.

The property abuts the Winn-Dixie anchored commercial development to the South off Nova Rd and is less than a mile from the Publix at Dunlawton Square. Sweetwater Elementary, Silver Sands Middle and Spruce Creek High Schools are each within 1.5 miles. Additionally, stops for the 4, 7 and 40 bus routes are located within a half mile.

The proposed development will include 108 two, and three-bedroom units in five residential buildings that will serve the family demographic. The buildings will house the residential units, while a separate clubhouse building will house a community room, office, and other amenities. The residential buildings are proposed to be three stories, approximately 47,904 square feet total, with ample parking onsite. The community will comply with all applicable ADA, UFAS, Section 504 and Fair Housing requirements. Ninety percent (90%) of the units will be set-aside for residents with family incomes at or below 60% of area median income and 10% of the units will be set aside for residents with family incomes at 40% of area median income.

Additionally, SCC will incorporate the following green features: low or no-VOC paint for all interior walls, low flow fixtures in bathrooms including but, not limited to, low flow toilets, sinks and shower heads, energy star qualified refrigerators and dishwashers, and energy efficient air conditioners and water heaters. A programmable thermostat, and energy star rated windows will be installed in every unit.

The Florida Housing Finance Corporation requires that all new rental units funded with LIHTC's provide resident programs for the life of the compliance period, which is 50 years in this case, at no cost to the residents. The resident programs that we intend to elect to comply with this requirement include; Adult Literacy, Employment Assistance Program, a Homeownership Assistance Program, and a Financial Management Program.

Adult Literacy will, at no cost to the resident, provide literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. At a minimum, these will include English proficiency and basic reading education.

The Employment Assistance Program will provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction will be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;

- Assistance in setting job goals;
- Assistance in development of and regular review/update of individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

The Homeownership Opportunity Program will provide a financial incentive which includes the following provisions:

- The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;
- the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
- the benefit must be in the form of a gift or grant and may not be a loan of any nature;
- the benefits of the incentive must accrue from the beginning of occupancy;
- the vesting period can be no longer than 2 years of continuous residency; and
- no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program

The Financial Management Program shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning; and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

The proposed development will include financing from various sources. The estimated total development cost will be \$20,950,000. In the scenario where the developer is successful in

receiving a SAIL allocation, the development would be funded, in approximately equal thirds, by the SAIL financing, the sale of 4% Tax Credits and a private first mortgage. The \$50,000 from the City would be the last money into the deal. In the scenario where the developer successfully receives an allocation of 9% Tax Credits, roughly 70% of the financing would come from the sale of the 9% Tax Credits, with the remaining balance covered by a private first mortgage. Again, the City's \$345,000 contribution would be the final financing component. In either event, the City's contribution would not be required, at the earliest, until FY 2021.

Applications for these RFA's are expected to be due at the end of September 2019, with funding decisions announced after the new year. The proposed construction commencement date is in mid-2020 and completion is estimated for the third quarter of 2021.

Thank you for your consideration,



Michael Molinari
Vice President



SOUTHPORT

FINANCIAL SERVICES

TACOMA | TAMPA | WASHINGTON DC



SOUTHPORT FINANCIAL SERVICES, INC.

Everyone needs a home

Built upon the core foundation of honesty, integrity and respect, Southport Financial Services is committed to leading the industry as one of the nation's top multifamily real estate developers.



OVERVIEW OF SOUTHPORT

Founded in 1995, Southport Financial Services, Inc., is a multifamily housing developer based in Tampa with additional offices in Tacoma and Washington, D.C.

Southport's principals have built or acquired a substantial number of market rental housing projects and developed over 90 Low-Income Housing Tax Credit (LIHTC) properties. In addition to acquiring and managing conventional apartment complexes, Southport has a demonstrated ability to secure LIHTC allocations, as well as volume cap tax-exempt bond allocations in multiple states.

While maintaining a strong focus on developing and rehabilitating government-subsidized housing, Southport is also expanding its portfolio of conventional multifamily housing properties in Florida, Georgia, North Carolina, Texas, and select cities throughout the southeastern United States.



Our Services

Southport Financial Services specializes in multifamily housing development, acquisition, rehabilitation and management.

New Construction

Southport completed four ground-up construction projects over the past two years and has an additional 282 units under construction.

General Contracting

Vaughn Bay Construction is an affiliated contractor with 19 projects completed over the past two years totaling 1,898 units.

Rehabilitation

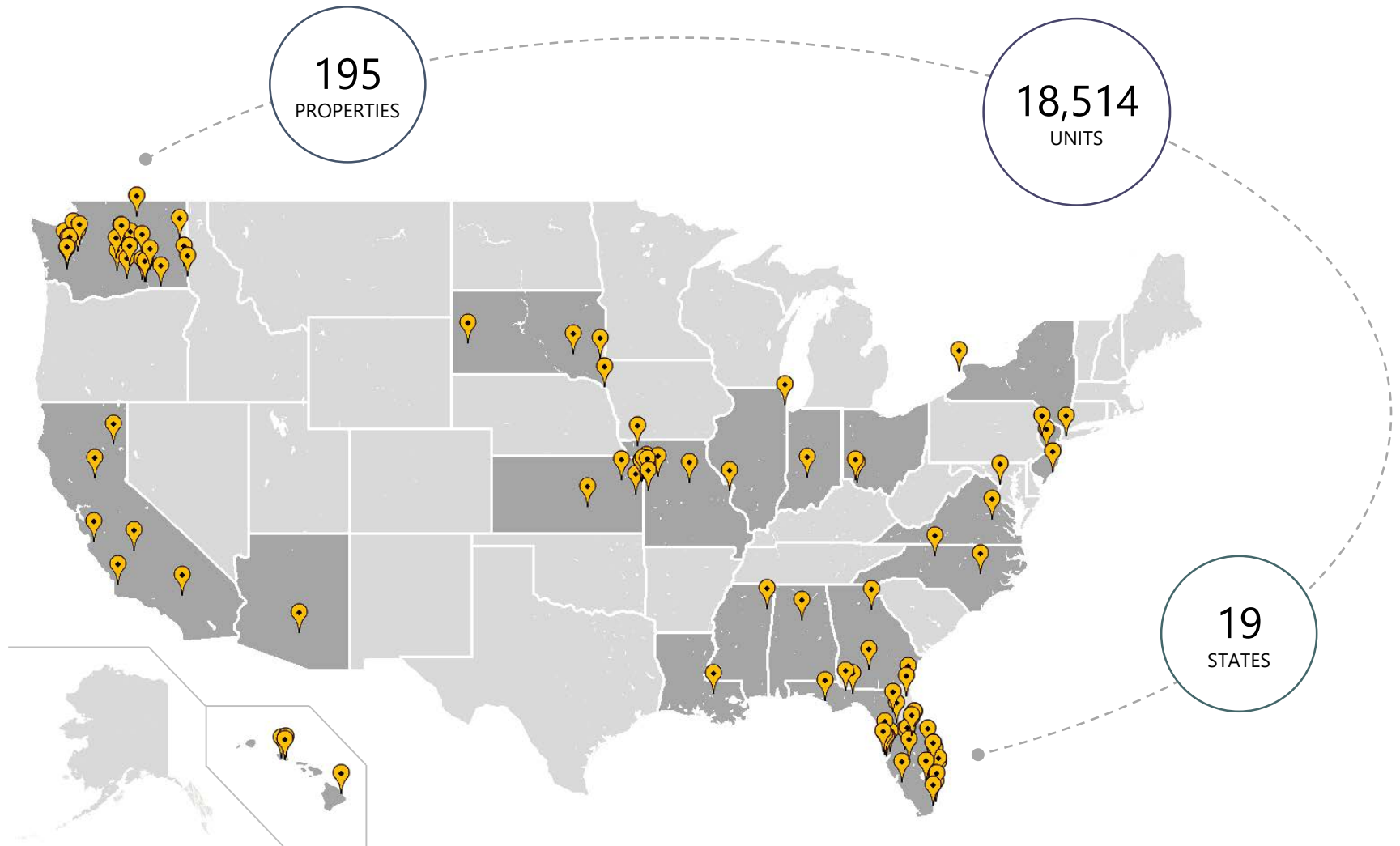
Southport completed 15 substantial rehabilitations in the past two years and currently has 884 units under construction.

Property Management

Cambridge Management is an affiliated property manager with a portfolio of 120 properties throughout the continental United States and Hawaii.



Our Portfolio



Our Florida Portfolio

71

PROPERTIES

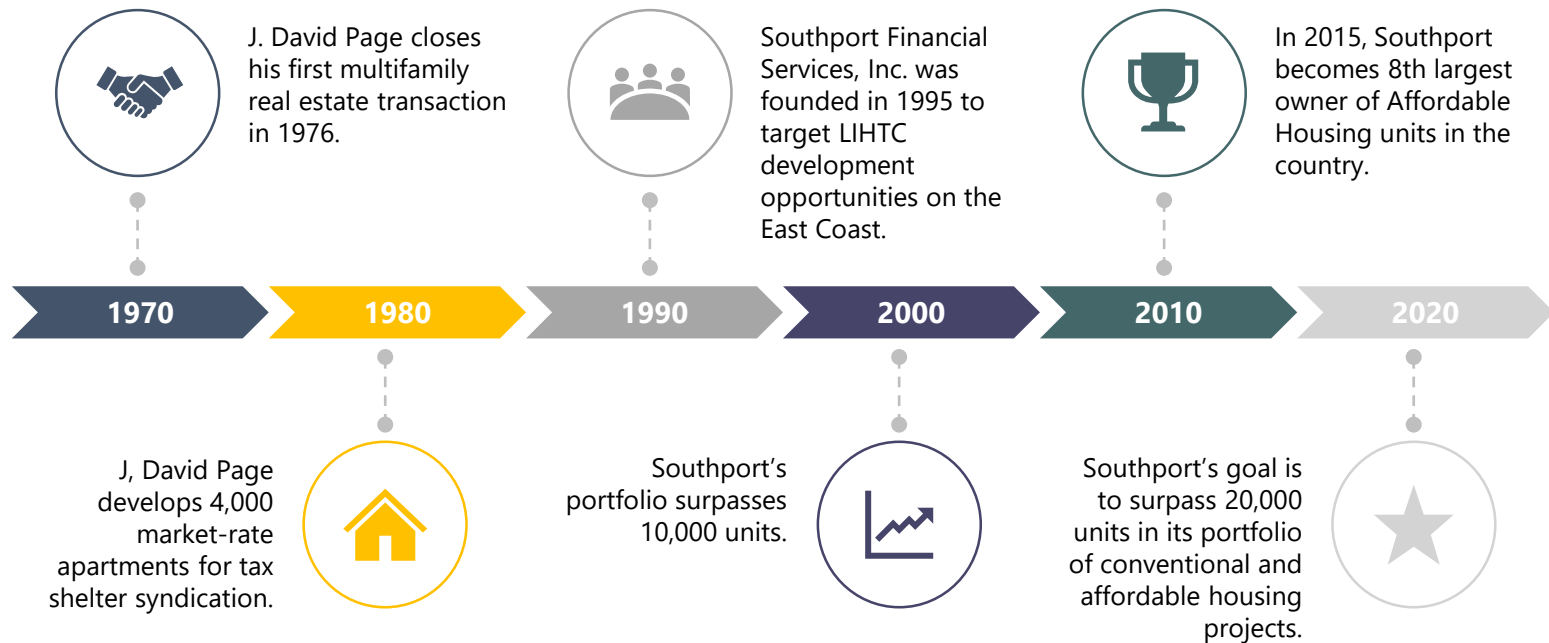
8,502

UNITS



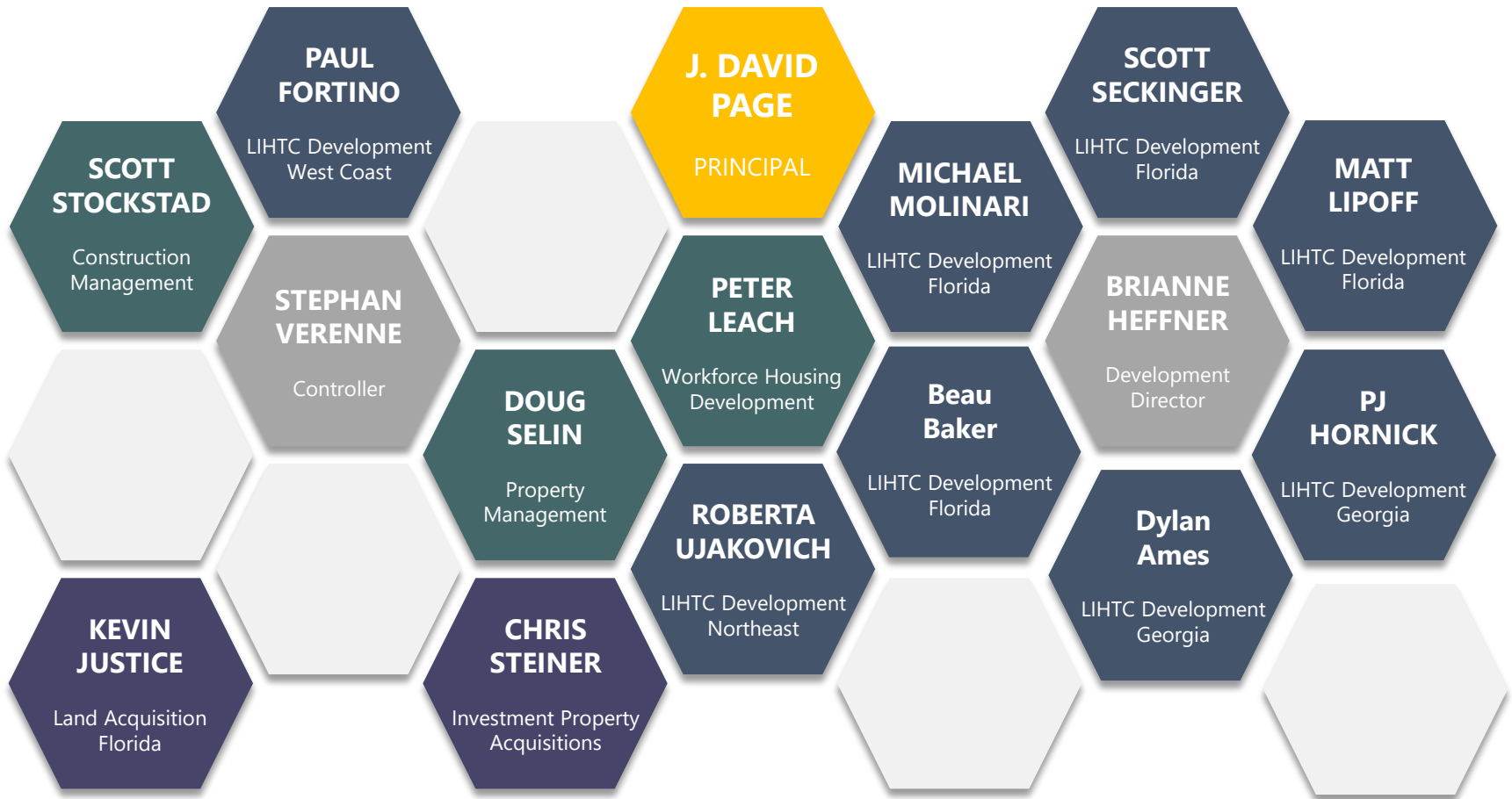
Our History

Southport is rooted in over 50 years of multifamily real estate investment experience.



Our Team Members

Our staff has a wide-range of experience in real estate acquisition, development and management.





Garden Trail

Clearwater, FL
New Construction
76 units - Family



City Place
St. Petersburg, FL
New Construction
81 units - Elderly





Palm Gardens

Lake Worth, FL
New Construction
80 units - Family



Southport Financial Services, Inc.

5403 West Gray Street
Tampa, FL 33609

📞 (813) 288-6288

✉ info@sphome.com



National Property List

J. David Page

Southport Financial Services, Inc./Southport Development, Inc.

As of 12/31/2018

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
1	EC	400 Apartments	Gainesville	FL	101	Elderly	9% TC - S8	Rehab
2	EC	Andrews Heights	Winston-Salem	NC	52	Elderly	LIHTC	Inv. Property
3	EC	Baltic Plaza Apts	Atlantic City	NJ	169	Elderly	4% TC -S8	Rehab
4	EC	BCC	Cutler Cove (Dade)	FL	104	Family	4% TC -S8	Rehab
5	EC	Berekely Pointe fka Spring Manor	Ocala	FL	160	Family	4% TC -SAIL-S8	Rehab
6	EC	Brookestone I Senior	Tallahassee	FL	108	Elderly	4% TC - SAIL	New Const.
7	EC	Brookfield Mews	Tifton	GA	120	Family	4% TC -SAIL-S8	Rehab
8	EC	Brookside Village	Ft. Myer	FL	50	Family	4% TC -SAIL-S8	Rehab
9	EC	Broward Gardens	Ft. Lauderdale	FL	96	Family	9% TC - S8	Rehab
10	EC	Calusa Estates	Belle Glade	FL	114	Family	9% TC	New Const.
11	EC	Caravel Arms Apartments	Lauderdale Lake	FL	110	Family	4% TC -SAIL-S8	Rehab
12	EC	Cedar Park	Lake City	FL	72	Family	4% TC -SAIL-S8	Rehab
13	EC	Central Court	Tampa	FL	68	Family	9% TC - S8	Rehab
14	EC	Chelsea Commons	Greenacres	FL	210	Family	LIHTC	Inv. Property
15	EC	Chipola Apts	Marianna	FL	48	Elderly	9% TC	Rehab
16	EC	Choctaw Village	Ft. Walton Beach	FL	48	Family	Section 8	Inv. Property
17	EC	City Place	St Petersburg	FL	82	Elderly	9% TC	New Const.
18	EC	City Center Place	Birmingham	AL	52	Elderly	Section 8	Inv. Property
19	EC	Clearwater Apartments	Clearwater	FL	90	Family	4% TC -S8	Rehab
20	EC	Colony Park	Lake Worth	FL	130	Family	LIHTC	Inv. Property
21	EC	Columbus Court	Tampa	FL	160	Family	4% TC -S8	Rehab
22	EC	Congress Park I	Washington	DC	163	Family	4% TC -S8	Rehab
23	EC	Congress Park II	Washington	DC	214	Family	4% TC -S8	Rehab
24	EC	Crossroads	Orlando	FL	94	Family	4% TC- HOME	Rehab
25	EC	Crystal Coast	Morehead	NC	51	Family	Section 8	Inv. Property
26	EC	Cumberland Oaks Apartments	St Marys	GA	154	Family	Section 8	Inv. Property
27	EC	Delphin Downs	Pensacola	FL	72	Family	4% TC -SAIL	New Const.
28	EC	Emerald Place	Titusville	FL	132	Family	LIHTC - S8	Inv. Property
29	EC	Evergreen	Tampa	FL	40	Family	9% TC	New Const.
30	EC	Fixplay Apartments	Birmingham	AL	23	Family	Conventional	Inv. Property
31	EC	Forest Glen Apts	Durham	NC	92	Family	LIHTC	Inv. Property
32	EC	Foxwood Apartments	Panama City	FL	100	Family	9% TC - S8	Rehab
33	EC	Gadsden Arms Apts	Gadsden	FL	100	Family	9% TC - S8	Rehab
34	EC	Garden Trail Apartments	Clearwater	FL	76	Family	4% TC - SAIL	New Const.
35	EC	George Mason	Richmond	VA	26	Family	RAD - S8	Inv. Property
36	EC	Georgia Arms Apartments	Sanford	FL	90	Family	4% TC -S8	Rehab
37	EC	Goodall Brown	Birmingham	AL	36	Family	Conventional	Inv. Property
38	EC	Grande Court at North Port	North Port	FL	138	Family	LIHTC	Inv. Property
39	EC	Hampton Ridge	Jacksonville	FL	110	Family	4% TC	Rehab
40	EC	Hampton Villa	Jacksonville	FL	60	Family	4% TC -S8	Rehab
41	EC	Harbour Court	Haines City	FL	64	Family	4% TC -S8	Rehab
42	EC	Henson Creek Apartments	Ft. Washington	MD	210	Family	LIHTC	Inv. Property
43	EC	Hickory Knoll	Ocala	FL	96	Family	4% TC -SAIL	Rehab
44	EC	Highland Palms	Avon Park	FL	52	Family	9% TC -SAIL	New Const.
45	EC	Hilltop Village	Jacksonville	FL	200	Family	4% TC -S8	Rehab

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
46	EC	Hillwood Pointe	Jacksonville	FL	100	Family	LIHTC	Inv. Property
47	EC	Hudson Estates	Hudson	FL	52	Family	Section 8	Inv. Property
48	EC	Jackson Heights	Tampa	FL	111	Family	9% TC - S8	Rehab
49	EC	Jacksonville Townhouses	Jacksonville	FL	250	Elderly	9 % TC -Section 8	Rehab
50	EC	Jefferson Lakes I	Baton Rouge	LA	296	Family	4% TC	Rehab
51	EC	Jefferson Lakes II	Baton Rouge	LA	112	Family	Conventional	Inv. Property
52	EC	La Vista Oaks fka St. James Place	Tampa	FL	126	Family	4% TC - SAIL	Rehab
53	EC	Laburnum Gardens	Valrico	FL	81	Elderly	9% TC	New Const.
54	EC	Lake Mangonia Apartments	West Palm Beach	FL	150	Family	4% TC -S8	Rehab
55	EC	Lincoln Field Apartments	Miami	FL	213	Family	4% TC -S8	Rehab
56	EC	Locust Manor Sr Residence	Jamaica	NY	58	Elderly	9% TC	New Const.
57	EC	Lummus Park Manor	Miami	FL	51	Elderly	9% TC -S8	Rehab
58	EC	Majestic Oaks	Gainesville	FL	172	Family	9% TC - S8	Rehab
59	EC	Mallards Landing	West Palm Beach	FL	163	Family	LIHTC	Inv. Property
60	EC	Marina Bay	Lake Worth	FL	192	Family	LIHTC	Inv. Property
61	EC	Mobley Park Apartments	Tampa	FL	238	Family	LIHTC	Inv. Property
62	EC	Monteagle Ridge Estates	Niagara Falls	NY	150	Family	4% TC -S8	Rehab
63	EC	Mountain Woods	Dalton	GA	100	Family	Section 8	Inv. Property
64	EC	New York Avenue Apts	Atlantic City	NJ	150	Elderly	4% TC -S8	Rehab
65	EC	North 25 Apartments	Trenton	NJ	233	Family	4% TC -S8	Rehab
66	EC	Oakwood Villa Apartments	Jacksonville	FL	200	Family	4% TC -S8	Rehab
67	EC	Orangewood Village Apartments	Ft. Pierce	FL	60	Family	4% TC -SAIL-S8	Rehab
68	EC	Palm Gardens	Lake Worth	FL	80	Family	4% TC - RRLP	New Const.
69	EC	Palms West	West Palm	FL	290	Family	4% TC	Rehab
70	EC	Parkside Commons	Pinellas Park	FL	60	Family	9% TC	New Const.
71	EC	Pembroke Tower	Pembroke Pines	FL	100	Elderly	Section 8	Inv. Property
72	EC	Pine Creek	Ft Pierce	FL	108	Family	9% TC - S8	Rehab
73	EC	Pine Valley	Winston-Salem	NC	108	Elderly	LIHTC	Inv. Property
74	EC	Pinewood Apartments	Athens	GA	90	Family	4% TC -S8	Rehab
75	EC	Pinewood Pointe Apts	Jacksonville	FL	136	Family	4% TC	Rehab
76	EC	Place One Apartments	Richmond	VA	114	Family	4% TC -S8	Rehab
77	EC	Raven Crossing	Altamonte	FL	248	Family	LIHTC	Inv. Property
78	EC	Ridgewood Apartments	Winter Haven	FL	36	Family	9% TC -Section 8	Rehab
79	EC	Sabal Palms	Melbourne	FL	72	Family	LIHTC	Inv. Property
80	EC	San Marco Villas I & II	Lake Park	FL	400	Family	LITHC	Inv. Property
81	EC	Seminole Gardens	Sanford	FL	108	Family	4% TC -S8	Rehab
82	EC	Serrano Apartments	West Palm Beach	FL	193	Family	Conventional	Inv. Property
83	EC	Silver Oak Apartments	Tampa	FL	200	Family	9% TC - S8	Rehab
84	EC	Stevens Duval	Jacksonville	FL	52	Elderly	4% TC -SAIL-S8	Rehab
85	EC	Sunrise Place Apartments	Tallahassee	FL	99	Family	4% TC -S8	Rehab
86	EC	Tampa Heights	Tampa	FL	33	Family	Section 8	Inv. Property
87	EC	The Crossings at Indian Run	Stuart	FL	344	Family	4% TC	Rehab
88	EC	The Grand at Day Pointe	Goldboro	NC	160	Family	Section 8	Inv. Property
89	EC	The Pavillion Apartmens	Jamaica	NY	54	Family	4% - Bond	New Const.
90	EC	Timberwood Trace	Jacksonville	FL	224	Family	4% TC	Rehab
91	EC	Timuquana Apts	Jacksonville	FL	100	Family	4% TC	Rehab

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
92	EC	University Plaza	Jacksonville	FL	120	Family	9% TC	Rehab
93	EC	Venice Cove Apartments	Ft. Lauderdale	FL	150	Family	LIHTC	Inv. Property
94	EC	Watauga Woods	Orlando	FL	216	Family	LIHTC	Inv. Property
95	EC	Wedgewood	West Palm Beach	FL	81	Elderly	9% TC - S8	Rehab
96	EC	Woodberry Apartments	Asheville	NC	168	Family	Conventional	Inv. Property
97	EC	Woodlawn Trail	Clearwater	FL	80	Family	4% TC - SAIL	New Const.
Subtotal EC Properties & Dwelling Units				97	12,019			
1	MW	Autumn House Apts	Marysville	MO	50	Elderly	4% TC -S8	Rehab
2	MW	Bethel Park Apts	Bethel	OH	84	Family	4% TC	Rehab
3	MW	Bridgeport Apts	Kansas City	MO	232	Family	4% TC	Rehab
4	MW	Claudell Lane Phase 1	Columbia	MO	20	Family	9% TC	Rehab
5	MW	Claudell Lane Phase 2	Columbia	MO	20	Family	9% TC	Rehab
6	MW	Columbia Square Townhomes	Columbia	MO	128	Family	4% TC -S8	Rehab
7	MW	Friendship Village	Kansas City	MO	145	Family	4% TC -S8	Rehab
8	MW	Henderson Court	Bloomington	IN	150	Family	4% TC -S8	Rehab
9	MW	Highland Park Apts	Topeka	KS	200	Family	9% TC - S8	Rehab
10	MW	Jefferson Manor Apts	Kansas City	MO	87	Family	4% TC -S8	Rehab
11	MW	Lakewood	Columbia	MO	100	Family	4% TC -S8	Rehab
12	MW	Landmark Tower	Liberty	MO	65	Elderly	4% TC -S8	Rehab
13	MW	Lexington	Lexington	MO	48	Family	9% TC - S8	Rehab
14	MW	Lom Vista	Ossawatamie	KS	64	Family	4% TC -S8	Rehab
15	MW	Old Oak Tree	Independence	MO	126	Elderly	4% TC -S8	Rehab
16	MW	Overbrook Apts	Merriam	KS	70	Family	9% TC - S8	Rehab
17	MW	Overland Park Estates	Overland Park	KS	60	Family	9% TC - S8	Rehab
18	MW	Sunset Townhomes	Newton	KS	50	Family	9% TC - S8	Rehab
19	MW	Thunderbird Apts	Harrisonville	MO	50	Family	4% TC -S8	Rehab
20	MW	University Commons Apt	University City	MO	133	Family	4%-236-S8-RAP	Rehab
Subtotal MW Properties & Dwelling Units				20	1,882			
1	WC	Beech Street	Yakima	WA	60	Family	LIHTC	Inv. Property
2	WC	Birch Street Apts	Quincy	WA	26	Family	4% TC	New Const.
3	WC	Brookstone Apts	Spokane	WA	82	Family	9% TC	Rehab
4	WC	Buien Haus	Burien	WA	34	Family	9% TC - Section 8	Rehab
5	WC	Cambridge Apts	Maderia	CA	81	Family	LIHTC	Inv. Property
6	WC	Casa del Sol Apts	Sunnyside	WA	26	Family	9% TC	New Const.
7	WC	Casa del Sol Apts	Hanford	CA	81	Family	9% TC	Inv. Property
8	WC	Chaparral Apts	Moses Lake	WA	26	Family	9% TC	New Const.
9	WC	Chaparral II Apts	Moses Lake	WA	26	Family	9% TC	New Const.
10	WC	Chehalis Valley Apts.	Chehalis	WA	26	Family	9% TC	New Const.
11	WC	Chestnut Court Apts	Yakima	WA	26	Family	9% TC	New Const.
12	WC	Clarkston Gardens Apts	Clarkston	WA	26	Family	9% TC	New Const.
13	WC	Clarkston Manor Apts	Clarkston	WA	12	Family	9% TC	New Const.
14	WC	Cornerstone Apts	Yakima	WA	121	Family	9% TC	New Const.
15	WC	Corridor Apts	Centralia	WA	26	Family	9% TC	New Const.
16	WC	Cottonwood Glen	Clarkston	WA	20	Family	9% TC	New Const.
17	WC	Creekside Apts	Shelton	WA	18	Family	9% TC	New Const.
18	WC	Creekside Apts	Tulare	CA	61	Family	LIHTC	Inv. Property

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
19	WC	Crestview Terrace Apts	Ellensburg	WA	168	Family	9% TC - S8	Rehab
20	WC	Crowne Pointe	Olympia	WA	160	Family	4% TC	New Const.
21	WC	East Linda Gardens	Marysville	CA	103	Family	9% TC	Inv. Property
22	WC	East Ridge Apts	Yakima	WA	26	Family	9% TC	New Const.
23	WC	Fair Street Apts	Clarkston	WA	26	Family	9% TC	New Const.
24	WC	Falls Park Apts	Sioux Falls	SD	74	Family	9% TC	New Const.
25	WC	Falls Terrace	Sioux Falls	SD	66	Family	9% TC	New Const.
26	WC	Forest Grove fka Summer Ridge	Lacey	WA	116	Family	Conventional	Rehab
27	WC	Grand Hotel	Yakima	WA	51	Elderly	9% TC	New Const.
28	WC	Haili Apts	Hilo	HI	36	Elderly	Section 8	Rehab
29	WC	Hale Hoaloha	Hilo	HI	81	Family	4% TC -S8	Rehab
30	WC	Hale O'Hauoli Apts	Honolulu	HI	100	Family	4% TC -S8	Rehab
31	WC	Harrison Village	Centralia	WA	31	Family	LIHTC	Inv. Property
32	WC	Hilltop Apts.	Wenatchee	WA	26	Family	9% TC	New Const.
33	WC	Kaneohe Elderly Apts	Kaneohe	HI	44	Elderly	4% TC -S8	Rehab
34	WC	Lakeland Pointe Apts	Moses Lake	WA	26	Family	9% TC	New Const.
35	WC	Lakeland Pointe II Apts	Moses Lake	WA	26	Family	9% TC	New Const.
36	WC	Maple Street Apts	Wenatchee	WA	52	Family	9% TC	New Const.
37	WC	Mason Ave Apartments	Tacoma	WA	105	Family	9% TC	New Const.
38	WC	Mayflower Apartments	Lehi	UT	192	Family	LIHTC	Inv. Property
39	WC	McMurray Park	Richland	WA	100	Family	Conventional	Rehab
40	WC	Mecca III Apartments	Mecca	CA	58	Family	Section 8	Inv. Property
41	WC	Moses Lake Meadows Apt	Moses Lake	WA	26	Family	9% TC	New Const.
42	WC	North Lake Apts	North Sioux City	SD	40	Family	9% TC	New Const.
43	WC	North River Apts	East Wenatchee	WA	26	Family	9% TC	New Const.
44	WC	Oak Trace	Tacoma	WA	60	Family	9% TC	New Const.
45	WC	Olympic Pointe Apts	Port Orchard	WA	76	Family	9% TC	Rehab
46	WC	Orchard Heights Apts.	Tacoma	WA	26	Family	9% TC	New Const.
47	WC	Orchard West Apts.	Tacoma	WA	26	Family	9% TC	New Const.
48	WC	Palouse Trace Apts	Pullman	WA	51	Family	9% NC	New Const.
49	WC	Parkview Apts	Quincy	WA	26	Family	9% TC	New Const.
50	WC	Parkwood Townhomes	Sunnyside	WA	26	Family	9% TC	Rehab
51	WC	Pinecrest Apts	Pasco	WA	54	Family	9% TC	New Const.
52	WC	Pioneer Park Apts	Connell	WA	51	Family	9% TC	New Const.
53	WC	Quail Ridge Apts	Kennewick	WA	51	Family	9% TC	Rehab
54	WC	Rapid Creek Apts	Rapid City	SD	54	Family	9% TC	New Const.
55	WC	Rivard Central	Yakima	WA	62	Elderly	9% TC	Rehab
56	WC	River Pauahi	Honolulu	HI	49	Elderly	4% TC -S8	Rehab
57	WC	Rose Cove	Armington	UT	124	Family	LIHTC	Inv. Property
58	WC	Sagewood	Yakima	WA	74	Family	9% TC	New Const.
59	WC	Southcreek I Apts	Centralia	WA	52	Family	9% TC	New Const.
60	WC	Southcreek II Apts	Centralia	WA	52	Family	9% TC	New Const.
61	WC	Spruce Street 2 Apartments	Yakima	WA	36	Family	9% TC	New Const.
62	WC	Spruce Street Apartmetns	Yakima	WA	26	Family	9% TC	New Const.
63	WC	Steinbeck Commons	Salinas	CA	100	Family	4% TC-M2M-S8	Rehab
64	WC	Sunridge Townhomes	Sunnyside	WA	26	Family	9% TC	New Const.

	<i>Region ID</i>	<i>Project</i>	<i>City</i>	<i>State</i>	<i>Units</i>	<i>Demo</i>	<i>Program Type</i>	<i>Project Type</i>
65	WC	Terre View Apts.	Pullman	WA	26	Family	9% TC	New Const.
66	WC	The Madison	Seattle	WA	73	Family	LIHTC	Inv. Property
67	WC	Third Avenue Apts	Quincy	WA	26	Family	9% TC	New Const.
68	WC	Tower Apts	Sioux Falls	SD	48	Family	9% TC	New Const.
69	WC	Village Oaks	Victorville	CA	116	Family	9% TC	Inv. Property
70	WC	Vineyard Apts	Mattawa	WA	36	Family	9% TC	New Const.
71	WC	Viola Apartmetnts	Yakima	WA	26	Family	9% TC	New Const.
72	WC	Viola II Apartments	Yakima	WA	52	Family	9% TC	New Const.
73	WC	Vizcaya Apartment Homes	Santa Maria	CA	236	Family	4% TC	Rehab
74	WC	Waimanalo Apts	Honolulu	HI	80	Family	4% TC -S8	Rehab
75	WC	Waipahu Hall	Waipahu	HI	72	Elderly	4% TC -S8	Rehab
76	WC	Wescott Apts	Sunnyside	WA	26	Family	9% TC	New Const.
77	WC	Wilbur Manor Apts	Walla Walla	WA	38	Family	9% TC	New Const.
78	WC	Wilikina fka Kawahi Maluai	Honolulu	HI	119	Family	9% TC - S8	Rehab
Subtotal WC Properties & Dwelling Units				78	4,613			
TOTAL U.S. PROPERTIES & DWELLING UNITS				195	18,514			

SITE

Total Area = 9.13 Acres

Zoning = Residential Medium Density (R3-M)
Density = 12 Per Acre Max / 109 Allowed

108 Units Proposed

Parking= 1.5 space per 1br unit (8 units proposed)
2.0 space per 2 & 3br (100 units proposed)
= 212 min (incl 7 accessible) (-) 10% for Bicycle spaces
= 191 min total spaces + 21 min bike spaces

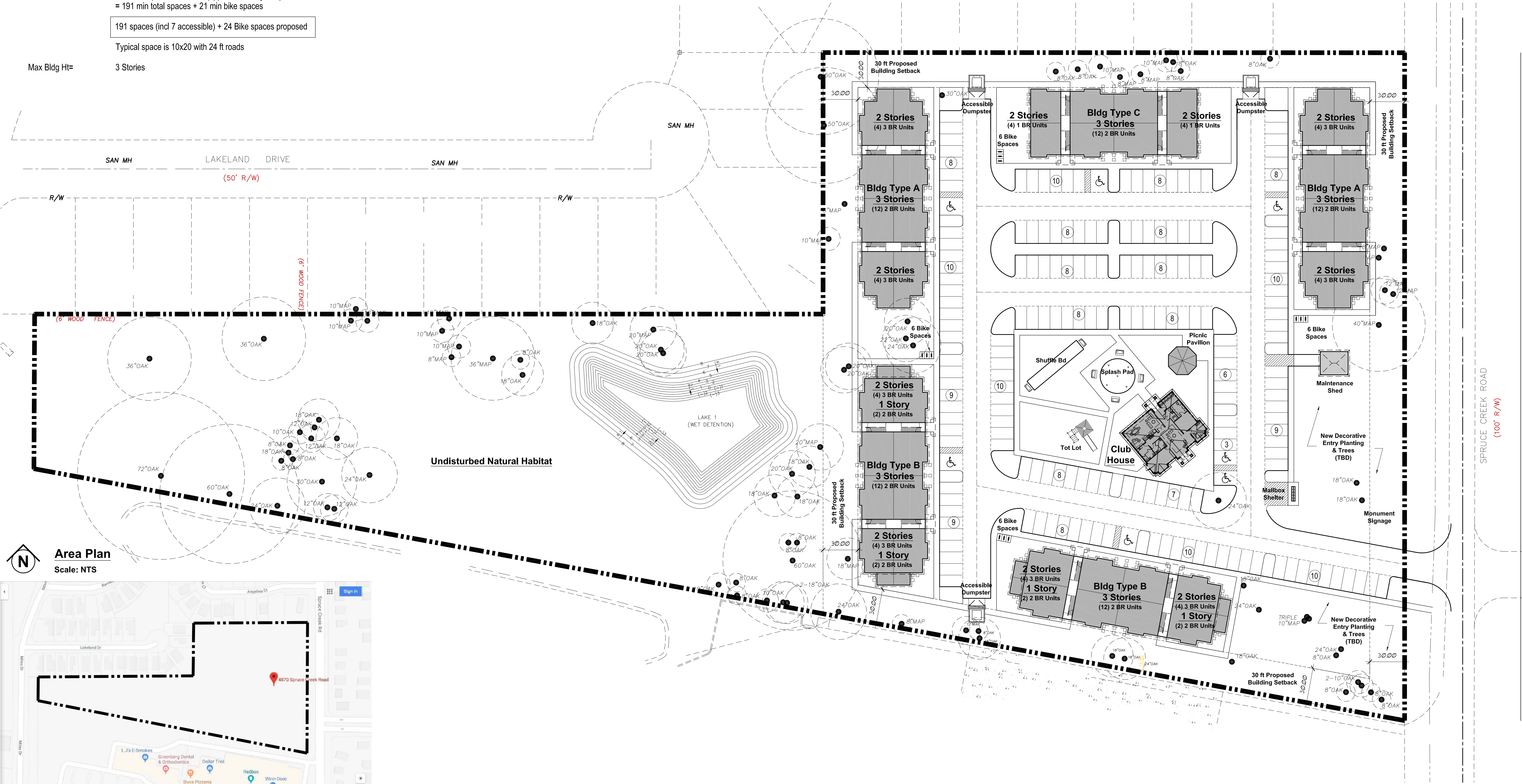
191 spaces (incl 7 accessible) + 24 Bike spaces proposed

Typical space is 10x20 with 24 ft roads

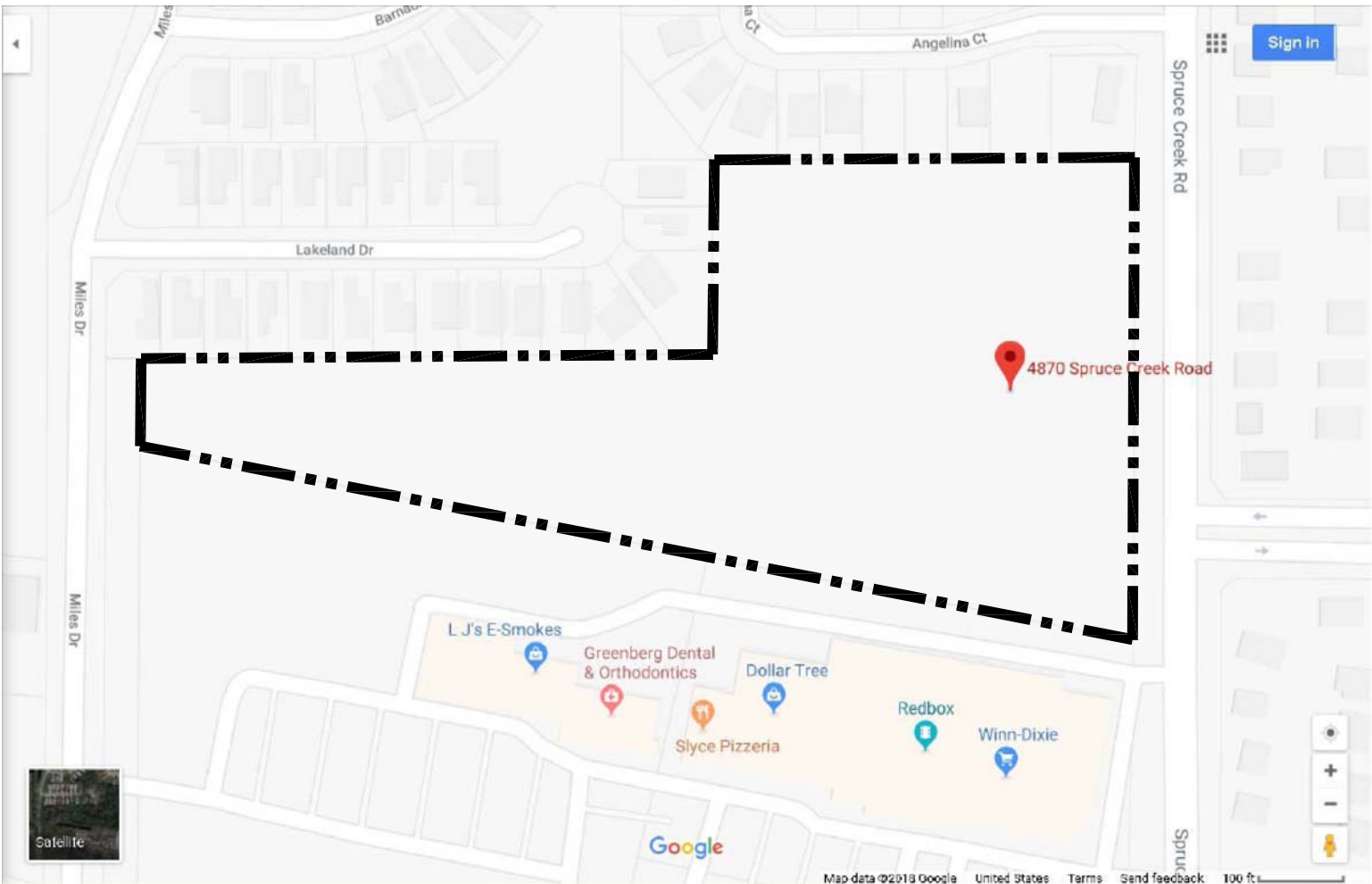
Max Bldg Ht= 3 Stories

UNIT MATRIX

Totals=	(8) One Bedroom / One Bath (68) Two Bedroom / Two Bath (32) Three Bedroom / Two Bath
	108 Units total



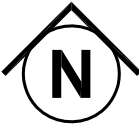
Area Plan
Scale: NTS



SP - Spruce Creek Commons

Proposed Multi Family Housing Community

4870 Spruce Creek Road, Port Orange, FL 32127



Site Plan
Scale: 1" = 40'-0"

SK-1

Project No. 2018-154c
Date: August 20, 2018



**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: Spruce Creek Commons

4870 Spruce Creek Rd, Port Orange, FL

Development Location: _____

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Port Orange commits \$ 50,000.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: _____

(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM**

Name of Development: Spruce Creek Commons
4870 Spruce Creek Rd, Port Orange, FL

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Port Orange commits \$ 354,000.00 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: _____
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM**

Name of Development: Spruce Creek Commons
4870 Spruce Creek Rd, Port Orange, FL

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Port Orange, commits \$ 50,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - LOAN FORM**

Name of Development: Spruce Creek Commons
4870 Spruce Creek Rd, Port Orange, FL

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Port Orange, commits \$ 354,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (G15) Second Reading - Ordinance No. 2019-27 - Rezoning/6015 Spruce Creek Road (Case No. 19-60000004)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-27, to rezone +/- 7.58 acres, located at 6015 Spruce Creek Road from R-10SF (Single-Family Residential) to GPU (Government Public Use).

SUMMARY: Planning Commission Action (7/25/19): Recommended Approval

The applicant, Christ the King Church, is requesting to rezone +/- 7.58-acre subject property from Single-family Residential (R-10SF) to Government/Public Use (GPU). The property is located at 6015 Spruce Creek Road, on the southeast corner of Central Park Boulevard and Spruce Creek Road. If approved, the applicant intends purchase the property and develop a house of worship, an outdoor gathering area with a raised stage, and a fellowship hall on the subject property. The applicant, Christ the King Church, currently rents space at Cypress Creek Elementary School on Sundays and is seeking a permanent location within the City. The primary use of the property as a church will be on Sunday mornings, with the possibility of expanding to Saturday evening services in the future. The city should expect services normally rendered by houses of worship as ministries grow.

The GPU district is intended to provide for public and quasi-public uses in a setting which recognize the special character and location requirements of such facilities. The proposed GPU zoning district permits all uses by any governmental entity or agency, nursing homes, private schools, charitable organization offices, houses of worship, public utility stations/plants, adult/vocational education, cemeteries, and hospitals.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning. The proposed GPU zoning district is consistent with the Suburban Residential (2-4 Units/Acre) FLU designation (Exhibit B). Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that Public/Institutional uses, such as a house of worship and associated uses, are acceptable in a wide range of land use environments, and small isolated properties of this type may be designated under any land use category where appropriate.

As part of any future site development on the subject property for any use allowed in

the GPU zoning district, a site plan will be required to be submit for the Staff Development Review Committee (SDRC) to review, and verify LDC requirements for architecture, landscaping buffers, building setbacks, parking lot and access drives, tree preservation, and infrastructure (water, sewer, sidewalks, etc.) are met to ensure compatibility with adjoining properties and confirm concurrency requirements for adequate public facilities. As with all development, the specific site development proposals for the subject property will be required to conduct a traffic analysis and will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate the development's impacts.

The proposed rezoning is considered an infill development of a parcel within an existing built area that is already served by public infrastructure (water, sewer, and roads). The subject property is served by a sidewalk network that connects to Spruce Creek Road and Taylor Road to promote walking and biking from existing neighborhoods to a public and quasi-public use that could be developed on the subject property.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-27 Rezoning 6015 Spruce Creek	Ord. No. 2019-27 Rezoning 6015 Spruce Creek.pdf
2.	Exhibit 1 to Ord. No. 2019-27	2019_08_09_12_53_52.pdf
3.	Exhibit 2 to Ord. No. 2019-27	Exhibit 2.pdf
4.	Staff Report	Staff Report.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/13/2019
Final Approval - 8/13/2019

ORDINANCE NO. 2019-27

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING ± 7.58 ACRES
LOCATED AT 6015 SPRUCE CREEK ROAD FROM R-10SF
(SINGLE-FAMILY RESIDENTIAL) TO GPU (GOVERNMENT
PUBLIC USE); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ± 7.58 acres located at 6015 Spruce Creek Road from R-10SF (Single-Family Residential) to GPU (Government Public Use); and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from R-10SF (Single-Family Residential) to GPU (Government Public Use).

Section 2. The property rezoned consists of ± 7.58 acres located at 6015 Spruce Creek Road more particularly described on **Exhibit “1”** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, 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 "1"

Legal Description of Property

Lot 2, subdivision of Lot 3, Map Book 3, Page 82, Section 27, Township 16, Range 33, East, and Lots 1 and 14, subdivision of Lot 3, Map Book 3, Page 82, Section 27, Township 16, Range 33, East, Volusia County, Florida,

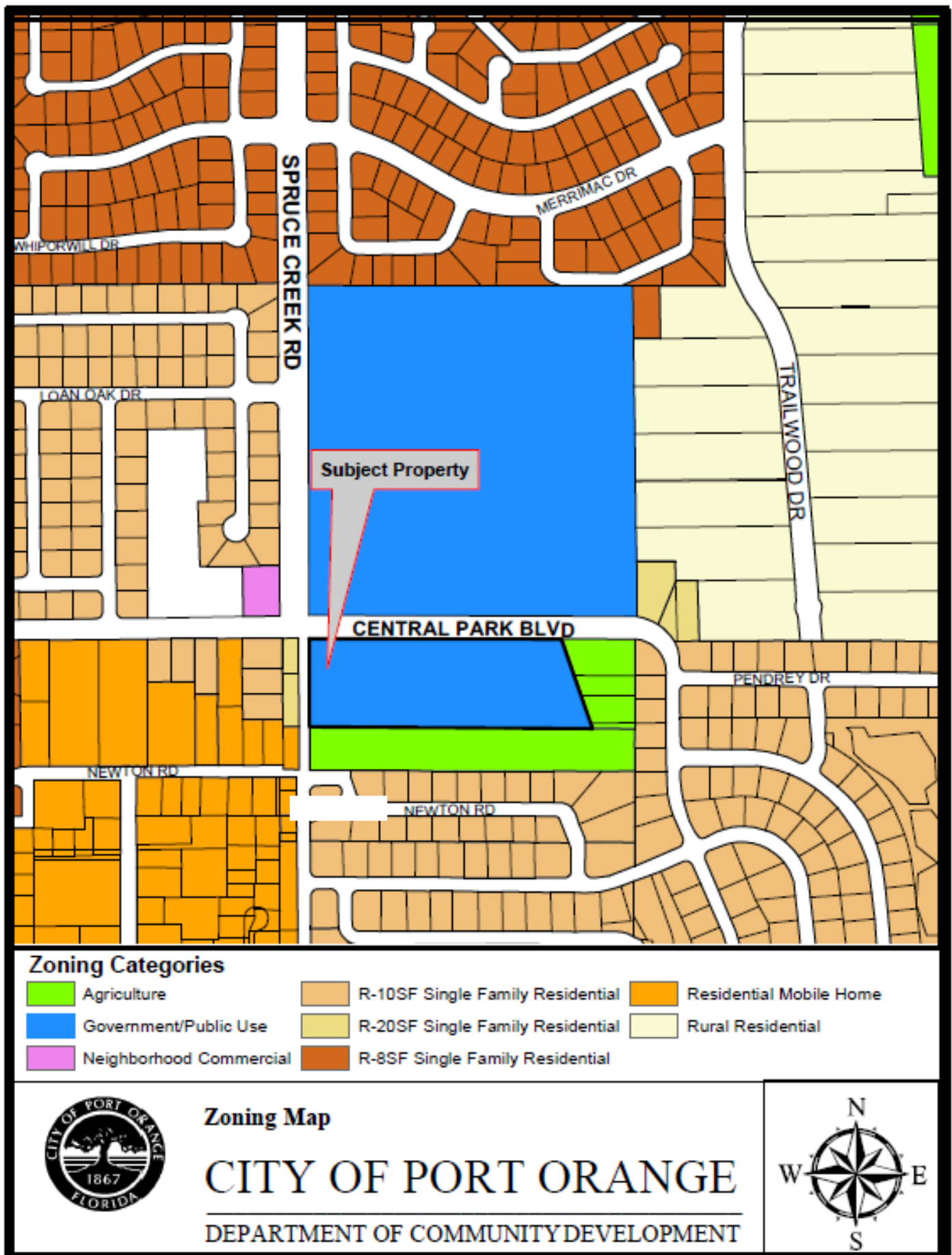
LESS and except a parcel of land being a portion of Lots 1, 2, and 14, ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, Section 27, Township 16, Range 33, East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 1, said ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, being also the Northwest corner of Lot 71, OAKLAND PARK PHASE II, as recorded in Map Book 43, Page 75, of the Public Records of Volusia County, Florida, being also a point on the South Right of Way line of Central Park Boulevard, an 80 foot Right of Way; thence along the North line of Lot 1, said ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, being also the South Right of Way line of Central Park Boulevard, North 89 degrees 05 minutes 43 seconds West, a distance of 282.09 feet; thence departing said North line of Lot 1, South 18 degrees 57 minutes 12 second East, a distance of 352.34 feet to the South line of Lot 2, said ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3; thence along the South line of Lot 2, South 89 degrees 05 minutes 43 seconds East, a distance of 166.79 feet to the East line of Lot 2, said ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, being also the West line of said OAKLAND PARK PHASE II; thence along the East line of Lots 2, 14, and 1, said ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, North 00 degrees 08 minutes 50 seconds East, a distance of 331.42 feet to the Point of Beginning.

ALSO LESS and except that portion conveyed to the City of Port Orange by Warranty Deed recorded in Official Records Book 2893, Page 808, Public Records of Volusia County, Florida, described as follows:

The West 100 feet of Lots 1 and 2, ASSESSOR'S SUBDIVISION OF GOVERNMENT LOT 3, Section 27, Township 16 South, Range 33 East, as recorded in Map Book 3, Page 82, Public Records of Volusia County, Florida.

Exhibit "2"





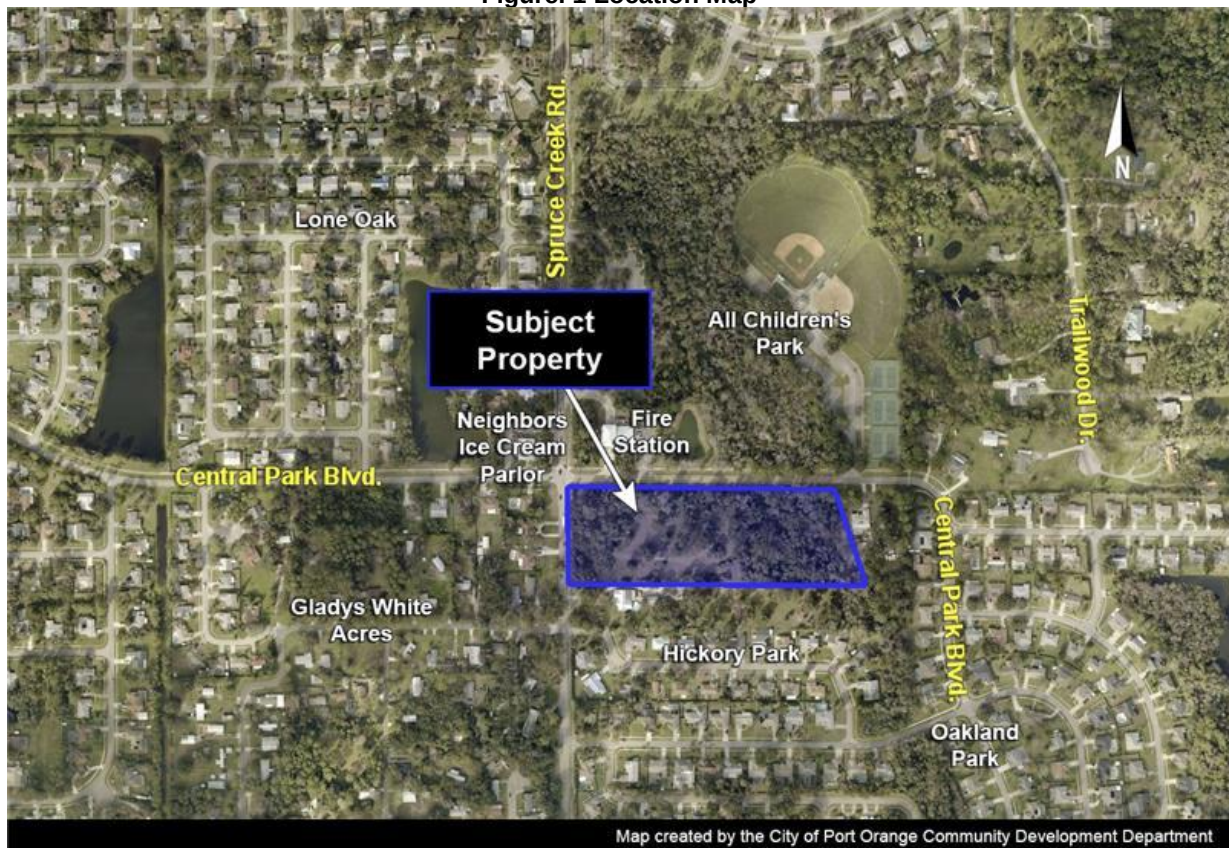
STAFF REPORT
CASE NO. 19-60000004
REZONING/6015 Spruce Creek Road

REQUEST:	Rezone +/- 7.58 acres from R-10SF (Single-Family Residential) to GPU (Government Public Use)
OWNER:	Joseph & Kirstyn Wiggins; Billy & Nina Wiggins
APPLICANT:	Scott Kirschner, Christ the King Community Church International, Inc.
LOCATION:	6015 Spruce Creek Road (see Figure 1 – Location Map)
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (July 25, 2019)
CITY COUNCIL:	August 20, 2019
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676

DISCUSSION

The applicant, Christ the King Church, is requesting to rezone the +/- 7.58-acre subject property from Single-family Residential (R-10SF) to Government/Public Use (GPU). The property is located at 6015 Spruce Creek Road, on the southeast corner of Central Park Boulevard and Spruce Creek Road. If approved, Christ the King Church intends to submit a site plan to develop a house of worship, an outdoor gathering area with a raised stage, and a fellowship hall on the subject property.

Figure. 1 Location Map



The subject property was rezoned in June 2006 (Ordinance 2006-17), from Agricultural (A) to R-10SF (Single-family Residential), with the intentions of developing the property as a single-family residential subdivision with ten (10), quarter-acre lots. However, the proposed residential subdivision was not constructed.

According to the applicant, Christ the King Church currently rents space at Cypress Creek Elementary School on Sundays and is seeking a permanent location within the City. The primary use of the property will be on Sunday mornings, with the possibility of expanding to Saturday evening services in the future. The church plans to use the outdoor gathering area as an additional gathering space for some services and other ministries. The church will also have office hours during the work week (Monday-Friday) and small group meetings in the evening hours on weekdays. According to the applicant, Christ the King Church has indicated that in the future the fellowship hall may be rented out to the public for events or functions, and if the need arises, they may pursue the option of adding pre-school as a part of their ministry. In developing the site, parking and access will be required according to the uses developed and requirements in the Land Development Code (LDC).

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

Access to the property is available off Spruce Creek Road and Central Park Boulevard, and water and sewer are available to serve the property. As part of any future site development, a site plan will be required to be submitted for the Staff Development Review Committee (SDRC) to review, and verify LDC requirements for architecture, landscaping buffers, building setbacks, parking lot and access drives, tree preservation, and infrastructure (water, sewer, sidewalks, etc.) are met to ensure compatibility with adjoining properties and confirm concurrency requirements for adequate public facilities. As with all development, the specific site development proposals for the subject property will be required to conduct a traffic analysis and will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate the development's impacts. According to the latest traffic counts for Central Park Boulevard, Hensel Road, and Spruce Creek Road, there is currently remaining capacity for future development of this property (Table 1).

Table 1. Roadway Capacity for Central Park Blvd., Hensel Rd., and Spruce Creek Rd.

Roadway Segment	Roadway Classification	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Central Park Blvd.	Collector	12,744	2,863	9,881	0.22
Hensel Rd.	Collector	12,744	6,630	6,114	0.52
Spruce Creek Rd. (Taylor Rd. to Merrimac Dr.)	Collector	12,744	9,303	3,441	0.73
Spruce Creek Rd. (Merrimac to Central park Blvd.)	Collector	12,744	6,291	6,452	0.49

Source: Volusia County Traffic Engineering, 2018 Traffic Counts; Community Development, 2019 Traffic Counts

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Compatibility with Surrounding Uses and Zoning

The GPU district is intended to provide for public and quasi-public uses in a setting which recognize the special character and location requirements of such facilities. The proposed GPU zoning district permits all uses by any governmental entity or agency, nursing homes, private schools, charitable organization offices, houses of worship, public utility stations/plants, adult/vocational education,

cemeteries, and hospitals. The City's Comprehensive Plan, states that Public/Institutional uses are acceptable in a wide range of land use environments and, therefore, small and/or isolated properties of this type may be designated under any land use category where appropriate [Future Land Use Element, Policy 2.1.4]. Table 2 summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit 1 and Exhibit 2). Within the City of Port Orange, there are properties zoned GPU adjacent to residential areas that are developed with houses of worships such as: 651 Taylor Rd., Port Orange United Church of Christ; 633 Herbert St., Chapel of Faith; 1495 Herbert St., High Point Pentecostal Church; and 201 Lafayette St., Catholic Church of the Epiphany.

Table 2. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Central Park Blvd right-of-way; Port Orange Fire-Station 72; All Children's Park	Public/Institutional	GPU (Government Public Use)
South	Single-family home	Suburban Residential (2-4 units/acre)	A (Agriculture)
West	Spruce Creek Rd right-of-way; Single-family home	Suburban Residential (2-4 units/acre)	R-10SF (Single-Family Residential)
East	Single-family home	Suburban Residential (2-4 units/acre)	A (Agriculture)

Consistency with Comprehensive Plan

According to the LDC, the subject property is designated *Suburban Residential (2-4 Units/Acre)* on the City's Future Land Use (FLU) map. The proposed GPU zoning district is consistent with the *Suburban Residential (2-4 Units/Acre)* FLU designation (Exhibit B). Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that Public/Institutional uses, such as a house of worship and associated uses, are acceptable in a wide range of land use environments, and small isolated properties of this type may be designated under any land use category where appropriate, as determined by staff.

As part of the City's Comprehensive Plan, Future Land Use Element, Policy 3.2.2, the City planned and designated commercial nodes at intersections of roadways throughout the City. The functional classification of the adjacent roadways and size of the surrounding neighborhoods dictates the amount of commercial use at each node. The subject property is part of an established Neighborhood Commercial node at the intersection of Spruce Creek Road and Central Park Boulevard and is intended to support the convenience and service needs of the residences within a +/- 1-mile radius. This type of node typically consists of retail stores, restaurants, offices, and similar uses. Based on compatibility with adjacent zoning districts, availability of infrastructure, general charities of the area, and being within an established commercial node, staff believes that the requested zoning is appropriate for this location and consistent with Comprehensive Plan (Exhibit 3).

SMART GROWTH SUMMARY

The proposed rezoning is considered an infill development of a parcel within an existing built area that is already served by public infrastructure (water, sewer, and roads). The subject property is served by a sidewalk network that connects to Spruce Creek Road and Taylor Road to promote walking and biking from existing neighborhoods to a public and quasi-public use that could be developed on the subject property. According to the applicant, the majority of the membership is Port Orange residents.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 28, 2019. As of July 19, 2019, staff has received six (6) phone calls, two (2) email and one (1) citizen walk-in requesting general information regarding the proposed rezoning. The main concern from callers was traffic impacts to the area.

RECOMMENDATION

Staff recommends approval of the request to rezone +/- 7.58 acres, located at 6015 Spruce Creek Road from R-10SF (Single-Family Residential) to GPU (Government Public Use).

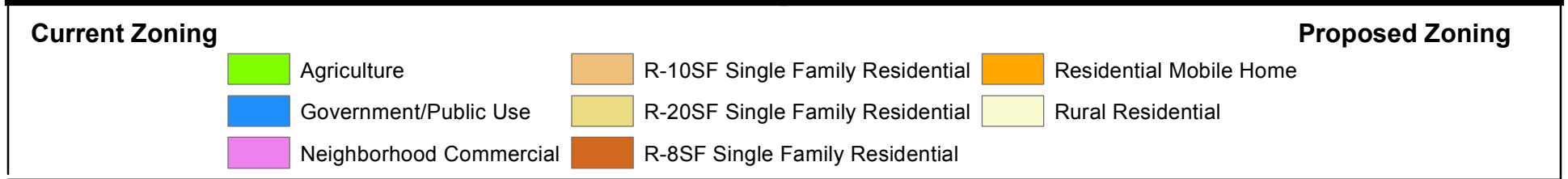
ATTACHMENTS:

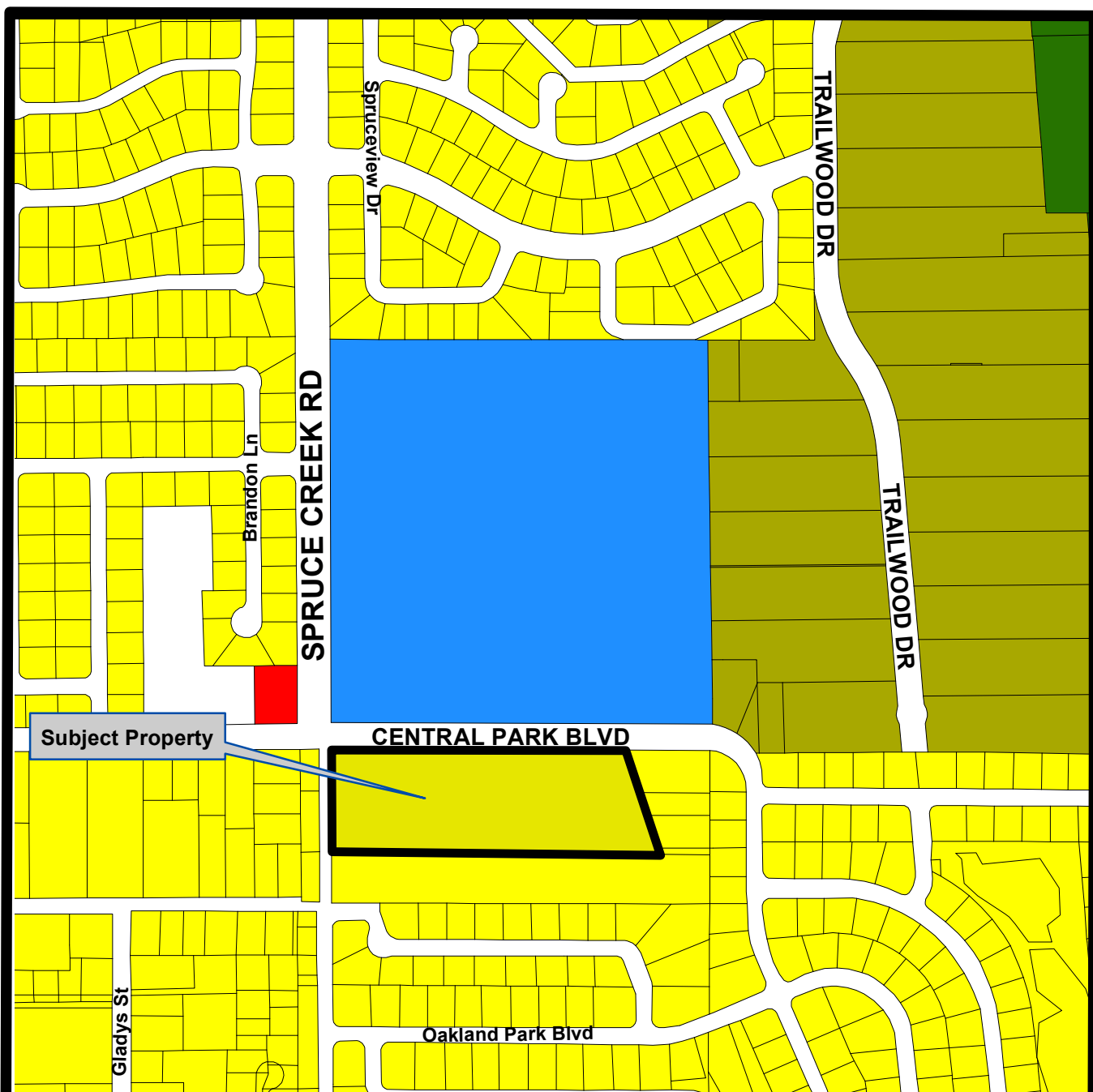
Exhibit 1 – Current and Proposed Zoning Map

Exhibit 2 – Current Future Land Use Map

Exhibit 3 – Future Land Use Element Map Figure 1.9 - General Location of Commercial Nodes

Exhibit 4 – List of Uses in GPU district





Future Land Use Designations

- | | | | |
|---|----------------------|---|----------------------|
|  | Commercial |  | Rural Transition |
|  | Conservation |  | Suburban Residential |
|  | Public/Institutional | | |



Exhibit 2 - Current Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

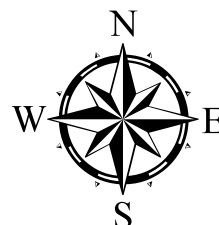


Exhibit 3

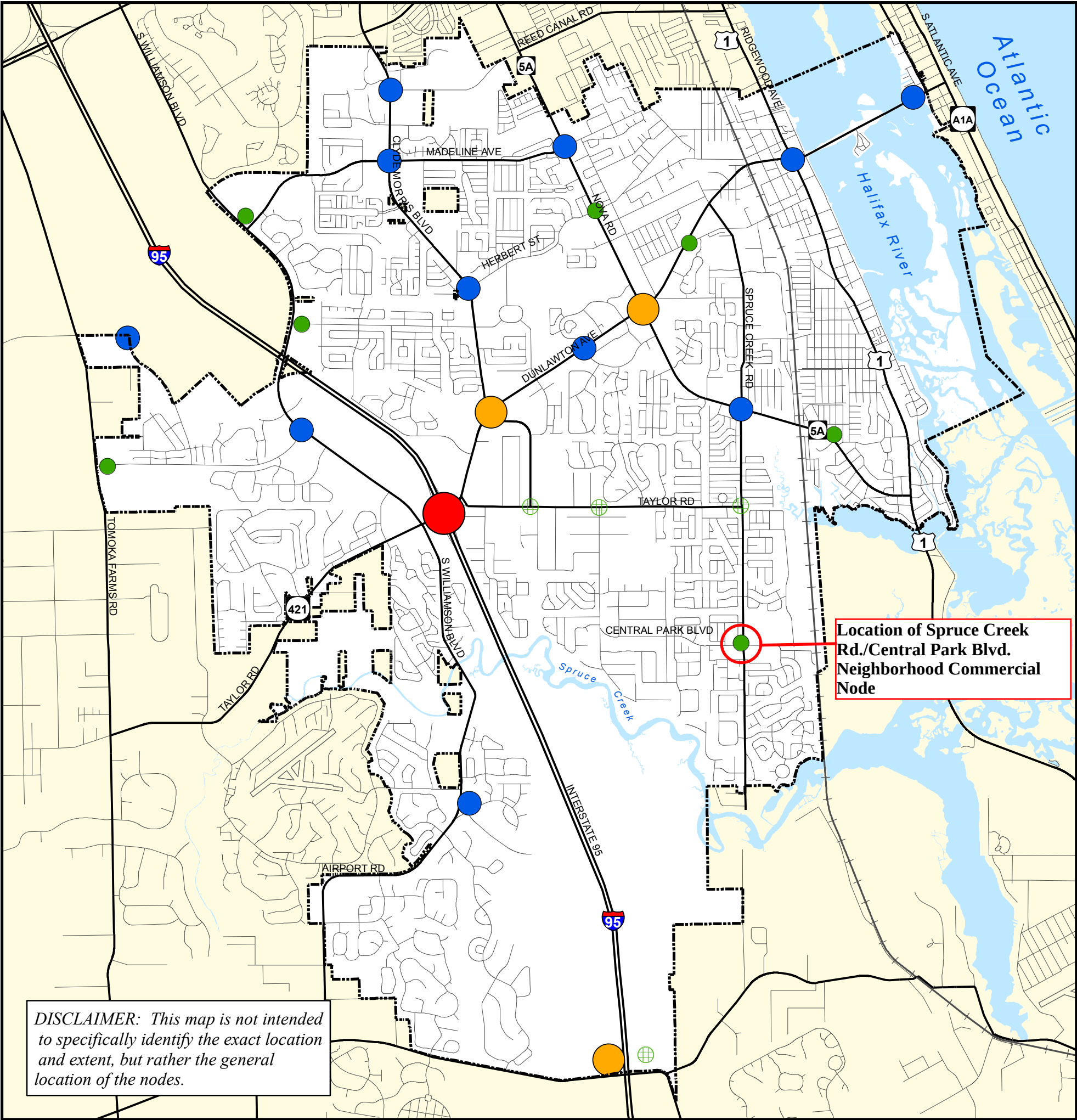


FIGURE 1 - 9

General Location of
Commercial Nodes

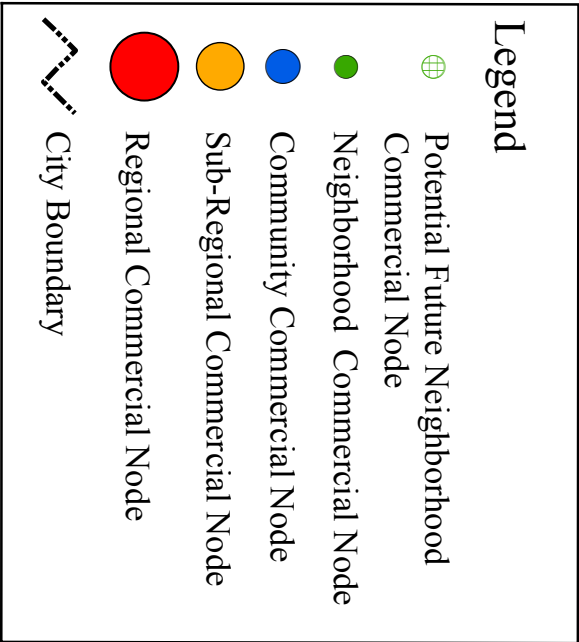


EXHIBIT 4

Government/Public Use – GPU LDC, Ch. 17, Sec. 26	
Permitted Uses:	
• Adult/vocational education • Cemeteries • Charitable organization offices • Hospitals • Medical offices/clinics • Houses of worship • Nursing homes • Private schools • Public utility stations/plants	
Permitted uses with special development requirements (chapter 18, section 4):	
• Child Care Centers • Community gardens	
Special exception uses (chapter 18, section 3):	
• Marina, recreational	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2019-28 - LDC Text Amendment/Chapters 2, 17, and 18 (Case No. 19-25000002)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance 2019-28, amending Chapters 2, 17 and 18 of the Land Development Code, as recommended by the Planning Commission.

SUMMARY:

Planning Commission Action (7/25/19): Recommended Approval, subject to expanding the landscape buffer for the storage yard portion of the proposed Construction and Home Improvement Contractor use adjacent to a public or private right-of-way from 10' to 20' wide.

The administrative text amendment to the Land Development Code is to expand the permitted uses in the Ridgewood Development (RD) district and the Commercial Industrial (CI) district to attract more potential tenants in these zoning districts. The proposed LDC amendment also provides special development requirements for these uses to provide compatibility with the surrounding areas adjacent to possible site these uses could be developed on in the RD and CI zoning districts. The following is a summary of the proposed amendment to add Construction and Home Improvement Contractor as a permitted use in the Ridgewood Development (RD), Commercial Industrial (CI), and Light Industrial (LI) zoning districts and add Motor Vehicle Sales as a permitted use in the Commercial Industrial (CI) zoning district.

The LDC currently classifies any construction related business as a Construction Contractor's Yard and Storage use. This definition includes uses such as an A/C repair contractor to a national construction contractor. The proposed LDC amendment is to create new use categories to allow for Construction and Home Improvement Contractor businesses (air conditioning/heating, landscaping, fencing, plumbing, pavers, painting, and aluminum, building construction, roofing, solar energy systems) to locate in the RD zoning district with special development requirements to mitigate unwanted impacts to adjacent properties and maintain aesthetics along the Ridgewood Corridor. Large-scale contractor businesses (hauling, site development, roadway construction, utility system installation, etc.) would be defined as Infrastructure Construction Contractor Yard and would only be permitted in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts.

-
- Create and define the Construction and Home Improvement Contractor use as “land and building where an office and construction materials are kept in association with contracting businesses or trades of a type that are specialized to assist in building construction and remodeling for residential or commercial customers and may include, but not be limited to, air conditioning/heating, landscaping, fencing, plumbing, pavers, painting, and aluminum, building construction, roofing, solar energy systems, but not including uses defined as Infrastructure construction contractor's yard and storage.
 - Establish development requirements to provide sufficient landscape buffers between non-commercial and commercial uses, operation hours for work within a storage/work yard, and require permanent office for the business on site to minimize possible nuisances.
 - Rename the Construction Contractor's Yard and Storage use to Infrastructure Construction Contractor's Yard and define this use a “land or building where construction materials are kept in association with heavy construction contractors engaged in activities that may include, but not be limited to paving, highway construction, utility construction, road construction, hauling, machine construction, and utility system installation.”
 - Add Motor Vehicle Sales use as a permitted use in the CI zoning district with a special development requirement requiring the inventory associated with the auto sales use to be located within a building. Recent inquiries received to establish motor vehicle sales businesses in the CI zoning district have been predominately where the sale of vehicles is through the internet and the inventory is stored inside the tenant space or an off-site storage area.

The proposed text amendment would allow the Motor Vehicle Sales use in the CI but ensure that the parking lot and loading areas for an industrial site remains unobstructed so maneuverability needs of larger vehicles, specialized equipment, and truck delivery is maintained ensure that the parking lot and loading areas for an industrial site remains unobstructed so maneuverability needs of larger vehicles, forklifts/specialized equipment, and truck delivery is maintained.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-28 LDC Amendment	Ord. No. 2019-28 LDC Amendment.pdf
2.	Staff Report	CC Staff Report_LDC Amendment_2019_Ch_2_17_18.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 8/13/2019
Final Approval - 8/13/2019

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2, 17, AND 18
RELATING TO DEFINITIONS AND INTERPRETATIONS,
ZONING DISTRICT REGULATIONS, CONDITIONAL USES,
SPECIAL EXCEPTIONS, AND PERMITTED USES WITH
SPECIAL DEVELOPMENT REQUIREMENTS; PROVIDING
FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

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, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

~~Construction contractor's yard and storage. Land or building where construction materials are kept in association with such contracting businesses and may include, but not be limited to, air conditioning and heating, aluminum, building construction, hauling, machine construction, roofing, solar energy systems, utility system installation, and wallcovering.~~

Construction and Home Improvement Contractor. Land and building where an office and construction materials are kept in association with contracting businesses or trades of a type that are specialized to assist in building construction and remodeling for residential or commercial customers and may include, but not be limited to, air conditioning/heating, landscaping, fencing, plumbing, pavers, painting, and aluminum, building construction, roofing, solar energy systems, but not including uses defined as Infrastructure construction contractor's yard and storage.

Infrastructure construction contractor's yard. Land or building where construction materials are kept in association with heavy construction contractors engaged in activities that may include, but not be limited to paving, highway construction, utility construction, road construction, hauling, machine construction, and utility system installation.

SECTION 2: The City Council of the City of Port Orange 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.

[No changes to subsection (a)]

(b) Permitted uses.

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Appliance/electronic repair shops.
- (4) Boat repair, engine.
- (5) Business services.
- (6) Commercial/industrial equipment and supplies.
- (7) Commercial/industrial services.
- (8) Commercial/industrial warehouses.
- ~~(9) Construction contractor's yard and storage.~~
- (9) Construction and home improvement contractor.
- (10) Fleet-based services.
- (11) Greenhouses and nurseries (wholesale and retail).
- (12) Infrastructure construction contractor's yard.

- (~~12~~13) Laboratory, research and development.
- (~~13~~14) Laundry and dry cleaning plants.
- (~~14~~15) Maintenance contractors.
- (~~15~~16) Manufacturing: craftsman shops.
- (~~16~~17) Manufacturing: fabrication.
- (~~17~~18) Manufacturing: limited.
- (~~18~~19) Mini-warehouses.
- (~~19~~20) Motor vehicle and boat storage facilities.
- (~~20~~21) Motor vehicle repair facilities.
- (~~21~~22) Motor vehicle service stations.
- (~~22~~23) Motor vehicle towing and impoundment.
- (~~23~~24) Offices.
- (~~24~~25) Taxidermy.
- (~~25~~26) Transportation services.
- (~~26~~27) Truck/trailer/automobile rental.
- (~~27~~28) Wholesalers and distributors.

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

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).
- (4) Motor vehicle sales (subsection 9.75).

[No changes to subsection (d)]

SECTION 3: The City Council of the City of Port Orange 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.

[No changes to subsection (a)]

(b) Permitted uses.

- (1) Airport and related activities.
- (2) Antennas.
- (3) Boat repair, body.
- (4) Boat repair, engine.
- (5) Commercial/industrial warehouse.
- (~~6~~) ~~Construction contractor's yard and storage.~~
- (6) Construction and home improvement contractor.
- (7) Crematoriums.

- (8) Greenhouses and nurseries (wholesale only).
- (9) Infrastructure construction contractor's yard.
- ~~(9)~~ (10) Laboratory, research and development.
- ~~(10)~~ (11) Laundry and dry cleaning plants.
- ~~(11)~~ (12) Manufacturing, craftsman shops.
- ~~(12)~~ (13) Manufacturing, limited.
- ~~(13)~~ (14) Manufacturing, fabrication.
- ~~(14)~~ (15) Manufacturing, processing.
- ~~(15)~~ (16) Motor vehicle repair facilities.
- ~~(16)~~ (17) Motor vehicle towing and impoundment.
- ~~(17)~~ (18) Offices.
- ~~(18)~~ (19) Trucking terminals.

[No changes to subsections (c) and (d)]

SECTION 4: The City Council of the City of Port Orange 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.

[No changes to subsections (a) and (b)]

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

- (1) Assisted living facilities (subsection 1).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Community gardens (subsection 5.1).
- (5) Construction and home improvement contractor (subsection 5.12).
- ~~(5)~~ (6) Craft food and beverage producer (subsection 5.15).
- ~~(6)~~ (7) Microbrewery (subsection 9.57).
- ~~(7)~~ (8) Nursing homes (subsection 10).

[No changes to subsections (c) through (h)]

SECTION 5: The City Council of the City of Port Orange hereby amends Chapter 18, Section 4 of the Land Development Code, to read as follows:

Chapter 18 – CONDITIONAL USES, SPECIAL EXECPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIERMENTS

Section 4: - Special development requirements for permitted uses.

[No changes to subsection (a)]

(b) *Special development requirements.*

[No changes to subsections (1) through (5.1)]

(5.12) Construction and home improvement contractor (RD)

(a) The proposed site shall front on an arterial roadway.

(b) The proposed site shall be required to include an office building on the subject property for the construction and home improvement contractor.

(c) The storage yard and all equipment and materials shall be completely enclosed and fully screened from any public or private rights-of-way or residential property with an opaque wood or PVC fence or masonry wall and a twenty foot-wide (design type 2) bufferyard planted along the street side of the fence or wall, in addition to other landscaping required by this code.

(d) The yard (not including any associated office use) shall only be allowed to operate between 6:00 a.m. and 9:00 p.m. on any particular day.

[No changes to subsections (5.15) through (9.7)]

(9.75) Motor vehicle sales (CI).

(a) Motor vehicle display areas and storage of vehicles for sale must be in enclosed buildings.

SECTION 6: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 7: 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 re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 8: 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 9: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, 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



STAFF REPORT

CASE NO. 19-25000002

LDC Amendment/Chapters 2, 17, and 18

REQUEST:	Amend the Land Development Code (LDC) Chapters 2, 17, and 18, zoning for contractor businesses and motor vehicle sales, as part of an effort to update the LDC.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 25, 2019)
CITY COUNCIL:	August 20, 2019

INTRODUCTION

Staff has been updating the Land Development Code (LDC) in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, and others.

PROPOSED AMENDMENT

The Community Development Department has received several inquiries over the past year from residential/commercial contractor businesses (e.g. A/C repair/install, landscaping, home repair/construction, plumbing, electrical, and hardscape) about locating along Ridgewood Avenue in the Ridgewood Development (RD) zoning district, and from auto sale businesses about locating in the Commercial Industrial (CI) zoning district (see Exhibit 2). The proposed amendment to allow contractor businesses in the RD zoning district and auto sales in the CI zoning district as permitted uses would create opportunity for vacant sites or buildings within the RD and CI district to attract more potential tenants. The proposed LDC amendment also provides special development requirements for these uses to provide compatibility with the surrounding areas adjacent to possible site in the RD and CI zoning districts.

Proposed Use to be added to the RD Zoning District:

The LDC currently classifies any construction related business as a *Construction Contractor’s Yard and Storage* use. This definition includes uses such as an A/C

repair contractor to a national construction contractor. Currently, *Construction Contractor's Yard and Storage* uses are permitted in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts. In 2013, the *Construction Contractor's Yard and Storage* use was removed from the list of permitted uses in the Ridgewood Development (RD) Zoning District, as part of the Ridgewood Corridor Plan implementation, due to unwanted impacts to the adjacent residential areas.

The proposed LDC amendment is to create two use categories to allow for residential/commercial contractor businesses to locate in the RD zoning district with special development requirements to provide design criteria to mitigate impacts to adjacent properties and maintain aesthetics along the Ridgewood Corridor. The following definition is proposed to define a residential/commercial contractor businesses:

Construction and Home Improvement Contractor: Land and building where an office and construction materials are kept in association with contracting businesses or trades of a type that are specialized to assist in building construction and remodeling for residential or commercial customers and may include, but not be limited to, air conditioning/heating, landscaping, fencing, plumbing, pavers, painting, and aluminum, building construction, roofing, solar energy systems, but not including uses defined as Infrastructure construction contractor's yard and storage.

Businesses that meet this definition would be allowed to locate along the Ridgewood Corridor on property zoned RD, subject to special development requirements being met or constructed, such as to have an office building on site, screening of equipment and work vehicles, and restrictions on hours of operation. The *Construction and Home Improvement Contractor* use businesses are more geared to serving residential dwellings or commercial uses and require the visibility of being located on a commercial corridor. These businesses typically do not have the heavy equipment, trucks, and inventory as a larger scale contractor business does, so they require less area and can screen their materials and vehicles with fencing and landscaping. Allowing the residential/commercial contractor businesses to locate in the RD zoning district is a more refined approach to addressing this use that provides for economic development opportunities for underutilized sites along the corridor while preventing/minimizing impacts or compatibility issues with adjacent properties.

The following special development requirements are intended to provide sufficient buffers between non-commercial and commercial uses and minimize possible nuisances.

1. *The proposed site shall front on an arterial roadway.*
This requirement is intended to ensure that traffic impacts associated with the use are directed toward the arterial or major collector roadway.
2. *The proposed site shall be required to include an office building on the subject property for the construction and home improvement contractor business.*
This requirement is intended to ensure the site is not used for storage only.

3. *The storage yard for all equipment and materials shall be completely enclosed and fully screened from any public or private rights-of-way or adjacent property with an opaque wood or PVC fence or masonry wall and a twenty foot-wide (design type 2) bufferyard planted along the street side of the fence or wall, in addition to other landscaping required by the LDC.* Buffering shall be provided to effectively screen the proposed business from adjacent residential properties or public or private rights-of-way. A site development plan or building permit application will be reviewed for compliance with this requirement.
4. *The yard (not including any associated office use) shall only be allowed to operate between 6:00 a.m. and 9:00 p.m. on any particular day.*
This requirement is to mitigate noise that could be created by loading and unloading equipment and vehicles.

The development or redevelopment of a building/site for a *Construction and Home Improvement Contractor* business would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, that are finalized with a site plan or building permit.

Large-scale contractor businesses (hauling, site development, roadway construction, utility system installation, etc.) would be defined as *Infrastructure Construction Contractor Yard* and remain as only being permitted the CI and LI industrial zoning districts. These businesses are typically regional or national construction companies that require a large area for storage of heavy machinery, vehicles and materials, and do not require roadway frontage/visibility to sustain their business.

Infrastructure construction contractor's yard: Land or building where construction materials are kept in association with heavy construction contractors engaged in activities that may include, but not be limited to paving, highway construction, utility construction, road construction, hauling, machine construction, and utility system installation.

Both the *Construction and Home Improvement Contractor* and the *Infrastructure Construction Contractor Yard* use would be permitted in the CI and LI zoning district.

Add Motor Vehicle Sales as Use in CI Zoning District:

The proposed amendment would add *motor vehicle sales* as a permitted use with special development requirements in the Commercial Industrial (CI) zoning district. The properties in the City zoned CI are shown on Exhibit 2. Currently, *motor vehicle sales* uses are permitted in the Ridgewood Development (RD) and the Highway Commercial (HC) zoning districts.

The recent inquiries received to establish auto sales businesses in the CI zoning district are predominately where the sale of vehicles is through the internet with the inventory being stored inside the tenant space or an off-site storage area.

Currently, the CI zoning district allows a number of motor vehicle related uses (storage, repair facilities; service stations; towing and impoundment; truck/trailer/automobile rental; and wholesalers and distributors) but does not allow for motor vehicle sale.

Typically, industrial sites are not developed with excess parking beyond what is required by the LDC, so to ensure parking is available, the proposed special development requirement would require vehicle display areas to be located inside a building. Requiring the inventory associated with the auto sales use to be located within a building is to ensure that the parking lot and loading areas for an industrial site remains unobstructed so maneuverability needs of larger vehicles, forklifts/specialized equipment, and truck delivery is maintained. This requirement is based on a majority of the inquiries received being for multi-tenant industrial buildings where parking and loading is shared with industrial uses.

The lack of industrial tenants and an abundance of vacant space within the industrial zoning districts has resulted in more landlords looking to expand uses that can occupied their building(s). The lower demand for industrial space in the CI zoning district has made it possible for uses such as motor vehicles sales, health/exercise clubs, standard office to consider these properties.

The development or redevelopment of a building/site for an auto sales business would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, and are finalized with a site plan or building permit.

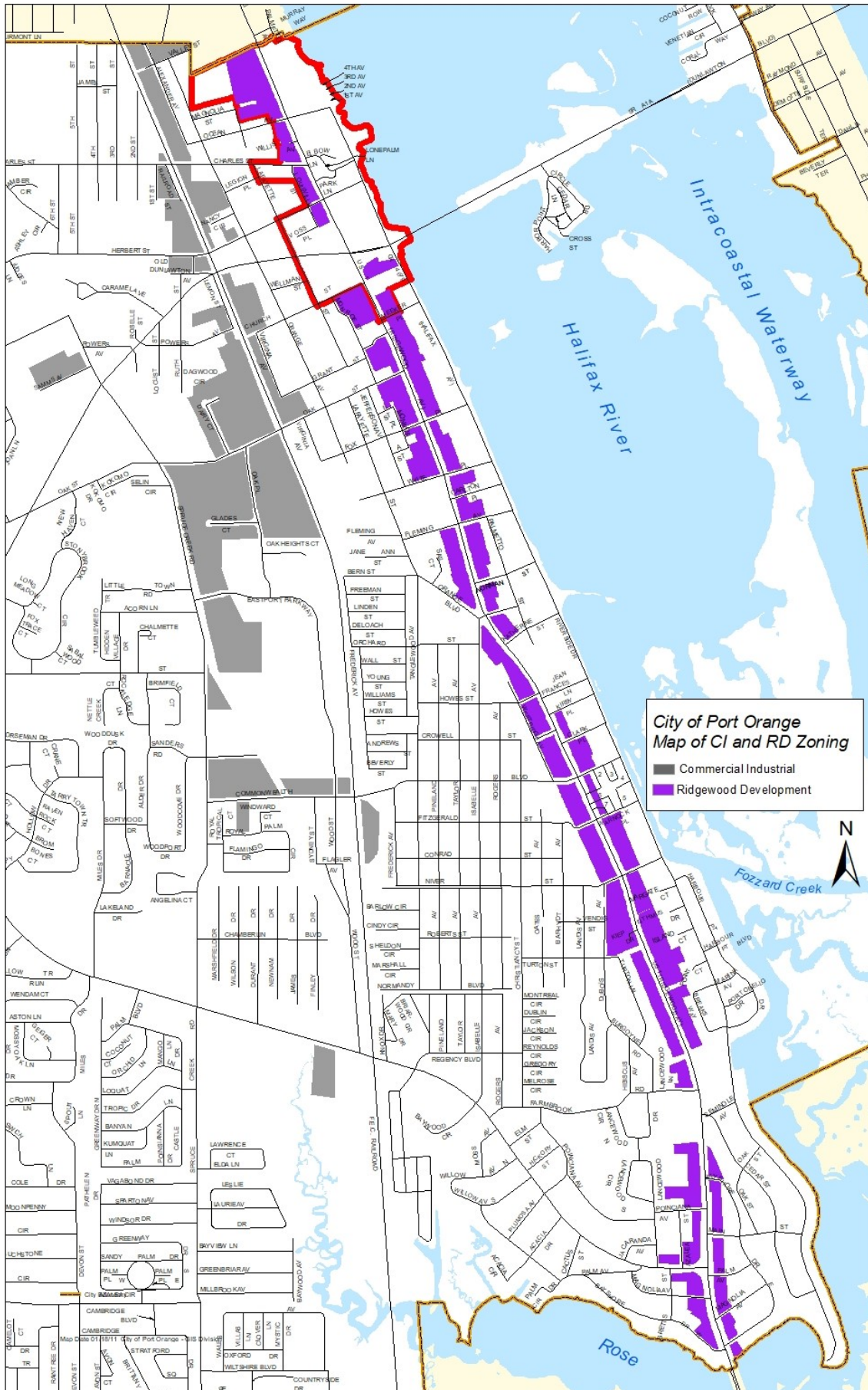
RECOMMENDATION

Approval of the amendments to Chapters 2, 17, and 18 of the Land Development Code, subject to review by the City Attorney as to legal form and content.

ATTACHMENTS

- Exhibit 1 – Proposed LDC Amendments to Chapters 2, 17 and 18 (See Ordinance Exhibit)
- Exhibit 2 – Map of Ridgewood Development (RD) and Commercial Industrial (CI) Zoned Properties

EXHIBIT 2





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (H17) Authorization for revisions to the Parks & Recreation Fee Matrix

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to authorize staff's implementation of the revised matrix and to authorize the approval levels for staff and the manager consistent with this agenda item.

SUMMARY: It has been about 18 months since the fee matrix was introduced and approved as a tool to use to determine fee waivers for special events requesting city property or services.

Staff is recommending a slight change in the value to match the maximum amount of the waiver to be 75% instead of 85%. This will conform with other maximum values of waivers in the Parks & Recreation Department scholarship policy. The 10% adjustment was taken from line 4 of the chart titled "activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community".

The second request is to grant staff authority to approve fee waivers based on the matrix up to \$3,500, grant the city manager to approve waivers from \$3,501- \$25,000 and anything above \$25,000 would require City Council approval. Staff or the manager could also request a review and approval of the council for events that are out of the ordinary.

The proposed and original matrix are attached for your review. Staff seeks to implement the fee matrix as soon as council authorizes the revision and a fee resolution will be brought back for formalizing the matrix standard.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	18 Fee Matrix	18 Fee Matrix.xlsx
2.	19proposed Fee Waiver Matrix V2	19proposed Fee Waiver Matrix V2.xlsx

Susan Lovallo

Created/Initiated - 7/31/2019

Susan Lovallo	Approved - 7/31/2019
Scott Neils	Approved - 8/6/2019
Margaret Roberts	Approved - 8/22/2019
Jake Johansson	Approved - 8/27/2019
Robin Fenwick	Final Approval - 8/27/2019

Event		
Question	Checklist	Yes
1	Open to public participation without regard to religious or other membership requirements	
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	
3	Free Admission	
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual)	
5	Local Preference	

TOTAL FINAL CHARGE (as a percent of normal fees)

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

Event	Type Event Name Here	
Question	Checklist	Yes
1	Open to public participation without regard to religious or other membership requirements	
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	
3	Free Admission	
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual) (Excludes proceeds from alcohol sales)	
5	Local Preference	

TOTAL DISCOUNT (PERCENT)

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

[illegible][illegible]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (I18) City Attorney - Request for authority to negotiate indemnity standards

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to authorize the city attorney and city manager to negotiate and approve indemnity language for contracts substantially consistent with the standard set forth in this agenda item.

SUMMARY: City Attorney requests authority to negotiate indemnity standards for certain vendor contracts. Legal is in the process of drafting an ordinance to set a standard for acceptable indemnity provisions in contracts. In the interim, Legal requests authority for the City Manager and City Attorney to negotiate and approve language substantially consistent with the standard set forth herein:

INDEMNIFICATION Bank will indemnify, defend and hold harmless Employer, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, court costs and other damages and expenses, arising out Bank's breach of this agreement, breach of applicable laws, willful misconduct, criminal conduct, reckless acts or fraud.

Employer will indemnify, defend and hold harmless Bank, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, court costs and other damages and expenses arising out Employer's breach of this agreement, breach of applicable laws, willful misconduct, criminal conduct, reckless acts or fraud.

LIMITATION OF LIABILITY THE MAXIMUM TOTAL LIABILITY OF ONE PARTY TO ANOTHER SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT OF FEES PAID BY EMPLOYER DURING THE PRIOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS OR AN AMOUNT EQUAL TO THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, OR EMPLOYEES, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO CLAIMS MADE UNDER OR PURSUANT TO THIS AGREEMENT EVEN IF THE PARTY OR PARTIES HAVE

BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 8/15/2019
Margaret Roberts	Approved - 8/22/2019
Robin Fenwick	Final Approval - 8/23/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/3/2019

Consent item: No

SUBJECT: (I19) City Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Discussion regarding a workshop for the rec design with Parks & Rec Advisory Board, ArtHaus and Council. Request is for 4 hours on a Saturday, similar to the one held regarding Riverwalk.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 8/15/2019
Approved - 8/16/2019
Final Approval - 8/16/2019
