



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 15, 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 Pastor Mike Swingle of First Baptist Church of Harbor Oaks
2. Pledge of Allegiance
3. Roll Call

B. PROCLAMATIONS

4. Florida City Government Week

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. September 30, 2019 - City Council Special Meeting
 - b. October 1, 2019 - Regular City Council Meeting
 - c. October 8, 2019 - City Council Workshop
8. Bid Awards and Contract Items
 - a. Approval of Memorandum of Understanding (MOU) with Ring, LLC on behalf of the City of Port Orange and Port Orange Police Department.
 - b. Intent to Award ITB #19-24 to VerdeGo LLC for Public Utilities Landscape Maintenance
 - c. Approval of Task Authorization No. 26 to Mead & Hunt, Inc. for the design of Ridgewood Water Main Replacement from Farmbrook Road to Niver Street
9. Resolution No. 19-51 - Revised Fee Matrix Authority

10. Resolution No. 19-60 - Volusia County ECHO Grant Application- Recreational, Educational, and Cultural (REC) Center Phase II
11. Approval of Major Special Event – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road
12. Approval of 10-foot wide easement to Florida Power & Light from City of Port Orange and County of Volusia as joint property owners of the land where the Port Orange Shooting Range is built.

D. CITIZEN PARTICIPATION (Agenda)

13. Request by The Vineyards Homeowners Association to reduce the application fee to actual cost for a Variance application.

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

F. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Citizen Advisory Committee for TPO

H. PUBLIC HEARING

16. Second Reading - Ordinance 2019-32 - PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan (Case No. 19-40000003)
17. First Reading - Ordinance No. 2019-36 - 9th Amendment to the Port Orange Gateway Center Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. 19-40000005)

I. REGULAR AGENDA

18. First Reading - Ordinance No. 2019 -37 - Per Diem and Travel reimbursement rates as published by the General Services Administration (GSA)
19. City Attorney Vacancy

J. ADDITIONAL ITEMS

20. City Attorney
21. City Manager

K. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

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

L. 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.

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 30, 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.

OPENING

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. Discussion on Final Budget and Millage Rate for FY20

Mayor Don Burnette announced the Fiscal Year (FY) 2020 Budget commences on October 1, 2019 and continues through September 30, 2020. The public hearing is now reconvened to discuss the millage rate and budget. The first substantive issue to be discussed by city council, includes the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposes and the final millage necessary to fund the FY2020 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.5254 mills per \$1,000.00 of valuation and is an 3.53% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.3710 mills per \$1,000.00 of valuation.

Jake Johansson, City Manager, provided background information regarding the millage rate being presented, as well as the increases in revenues to fund the FY2020 budget.

Jim Cameron, Senior Vice President Daytona Regional Chamber of Commerce, discussed the county comparison the Chamber has completed. He thanked Council for maintaining a low millage rate while providing necessary services and programs for citizens.

5. Resolution No. 19-52 - Adopting the Final Millage Rate for FY20

Mayor Don Burnette read Resolution No. 19-52.

RESOLUTION NO. 19-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-52 adopting the City of Port Orange FY2019-2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

6. Resolution No. 19-53 - Adopting the Final Operating Budget for FY20

Mayor Don Burnette read Resolution No. 19-53.

RESOLUTION NO. 19-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$105,599,032; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-53 adopting the City of Port Orange FY2020 final operating budget was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

7. Resolution No. 19-54 - Adopting the Final Capital Budget for FY20

Mayor Don Burnette read Resolution No. 19-54.

RESOLUTION NO. 19-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$10,377,087; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION OF EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-54 adopting the City of Port Orange FY2020 final capital budget was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

8. Resolution No. 19-55 - Adopting the Final Millage Rate for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-55.

RESOLUTION NO. 19-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-55 adopting the Community Redevelopment Agency for Port Orange Town Center FY 2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

9. Resolution No. 19-56 - Adopting the Final Operating Budget for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-56.

RESOLUTION NO. 19-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$474,021; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-56 adopting the Community Redevelopment Agency for Port Orange Town Center FY2020 final operating budget was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

10. Resolution No. 19-57 - Adopting the Final Millage Rate for FY20 for Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-57.

RESOLUTION NO. 19-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-57 adopting the Community Redevelopment Agency for Eastport Business Center FY2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Vice Mayor Chase Tramont and Seconded by

Council Member Drew Bastian. Motion
carried unanimously by roll call vote.

11. Resolution No. 19-58 - Adopting the Final Operating Budget for FY20
Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-58.

RESOLUTION NO. 19-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$247,615; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-58
adopting the Community
Redevelopment Agency for Eastport
Business Center FY2020 final operating
budget was made by Vice Mayor Chase
Tramont and Seconded by Council
Member Marilyn Ford. Motion carried
unanimously by roll call vote.

Mayor Don Burnette announced the adopted final millage rate of 4.5254 mills per \$1,000.00 of valuation is a 3.53% increase in ad valorem tax revenues above the rolled-back rate. In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of 0.2725 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities. Mayor Don Burnette thanked staff for their work on the budget.

Mr. Johansson thanked Council and advised next year's budget process will be different due to Workday. March will begin the budget process for FY2020-2021.

ADJOURNMENT - 5:49 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
OCTOBER 1, 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.

OPENING

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Motion to approve the agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. September 11, 2019 - City Council Special Meeting
- b. September 17, 2019 - Regular City Council Meeting
- c. September 24, 2019 - City Council Special Meeting

7. Bid Awards and Contract Items

- a. Intent to Award ITB #19-14 for Waste Reclamation Facility Bar Screen Replacement to SGS Contracting Services
- b. Intent to Award ITB #19-19 for Rehabilitation of Sanitary Sewer Manholes to Danus Utilities
- c. Intent to Award ITB #19-12 for S. Commonwealth Water Main Improvements to General Underground, LLC

- d. Approval of expenditure authority for the renewal of the Employee Medical Insurance Plan with Florida Health Care Plans
- e. Intent to Award ITB #19-03 for N Spruce Creek Road Sidewalks to Sparks Concrete, LLC
- f. Approval of City Manager Contract Amendment
- g. Approval of FY20 Spending Authority with Central Square Technologies, Inc. (f/k/a Superion, Inc./SunGard Public Sector, Inc.) and Delegating Authorization to the City Manager for Execution of all Related Documents
- 8. Approval of Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
- 9. Approval of Major Special Event Request - Biketoberfest: First Turn Steakhouse & Lounge - 5236, 5204 & 5164 S. Ridgewood Avenue
- 10. Approval of Major Special Event Request – Biketoberfest: The Last Resort Bar – 5812 and 5730 South Ridgewood Avenue

Motion to approve the Consent Agenda was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Police Department Recognition Awards

Thomas Grimaldi, Police Chief, presented awards to selected employees and one citizen commendation.

12. Report from KemperSports on the Cypress Head Golf Course

Bob Duquette, General Manager, provided details from the August 2019 reports on the golf course. They have received compliments on the greens since hiring the new Superintendent, Ken Cascadden. He answered questions from Council.

CITIZEN PARTICIPATION (Agenda)

13. Osprey Landing Apartments - Local Government Contribution for Affordable Housing

Brian Parent, Manager of Osprey Landings GP LLC, provided details of his proposed project and asked Council to support a contribution to assist in the qualification process with Florida Housing Finance Corporation. The contribution requested would be in the form of a 0% interest mortgage for a term of 20 years. The project is fully funded and doesn't need the money to move forward except for approval in the qualification process with FHFC. He also asked Council if they prefer a 55+ community or a family community. He answered questions from Council.

Council asked for more information from Community Development Staff and would only consider a loan term of 10 years or less, not 20 years.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Maria Devila, citizen, spoke regarding the disaster relief efforts for the Bahamas through Promise Provision. She asked for donations and/or volunteers.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council thanked Staff and Port Orange Community Trust for the Family Days event. Council Member Marilyn Ford asked for an update on the church project on Madeline Avenue. Jake Johansson, City Manager, will get the update and provide it in the Weekly Report. Mayor Don Burnette asked for publication of the 2020 Census.

ADDITIONAL ITEMS

15. City Attorney

Margaret Roberts, City Attorney, announced her resignation effective December 2, 2019. She thanked Council and her Staff for the support and work, as well as the City's management team. Council thanked Ms. Roberts for her service to the community over the last 20 years.

Motion to accept the City Attorney's resignation was made by Council Member Drew Bastian and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by voice vote.

16. City Manager

Mr. Johansson discussed changes relating to recycling. Waste Pro will continue to take the glass for 4-6 weeks and continue to educate citizens. He is also exploring other options for glass recycling. Those options will cost money so further discussions will be needed with Council. He thanked Council for a smooth second reading of the budget.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO - Council Member Scott Stiltner provided details from their recent meeting.

b. General Employees' Pension Plan - Council Member Scott Stiltner provided details from this month's meeting.

ADJOURNMENT - 7:40 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 8, 2019

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:31 p.m.

OPENING

Silent Invocation

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 Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION ITEMS

4. Design ideas for the Recreation Center

Susan Lovallo, Parks & Recreation Director, explained the plan for the workshop and introduced Dana Smith of DJ Designs. Mr. Smith led the discussion and asked participants to list amenities, which they did and ranked the amenities from most important to least important. Staff will compile all the rankings and incorporate what they can in the next design rendering.

ADJOURNMENT - 7:00 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (C8a) Approval of Memorandum of Understanding (MOU) with Ring, LLC on behalf of the City of Port Orange and Port Orange Police Department.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding (MOU) with Ring, LLC, and authorize the Chief of Police to execute the MOU on behalf of the City.

SUMMARY: Ring Doorbell, whose mission is to reduce crime in neighborhoods has forged video-sharing partnerships with more that 400 police forces across the United States. This initiative grants Law Enforcement potential access to homeowners' camera footage from the doorbell by allowing homeowners to share their video with local law enforcement to assist in investigations. The decision to share the video is entirely with the Ring customer, who may opt out of sharing their videos with law enforcement if they choose. This is not a live feed and Law Enforcement cannot access the video without the approval of the Ring customer. This program is a valuable investigative tool in contemporary policing.

At no point shall either party (POPD or Ring) receive any compensation from each other as a result of this program. All FOI laws and Record Retention laws will be adhered to if video is provided to the POPD.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ring MOU portorange - 2019 (Verification Code Included)	Ring MOU portorange - 2019 (Verification Code Included).pdf
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Thomas Grimaldi
William Proctor
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 9/11/2019
Approved - 9/11/2019
Approved - 9/11/2019
Approved - 10/2/2019
Approved - 10/2/2019
Final Approval - 10/2/2019



Neighbors by Ring

Memorandum of Understanding

This agreement is entered into this _____ day of _____, 2019 by and between Ring LLC (“Ring”) and Port Orange Police Department (“Agency”), (collectively the “parties”) and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app (“Ring Neighbors”) and encourage community engagement as we work together to make Port Orange, FL (“City”) neighborhoods safer.

- Neighbors by Ring app (“Neighbors App”) is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party’s name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency’s participation in the Neighbors App.

Term

Agency’s participation in the program shall commence upon Agency’s acceptance of these program terms. Either party may terminate Agency’s participation in the program at any time by providing 30 days’ written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days’ written notice to Agency.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Compensation

At no point shall either party receive compensation from each other as a result of this program.

Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

Date: _____

By: _____

Name: _____

Title: _____

Agency

Date: _____

By: _____

Name: _____

Title: _____

Verification Code* ____ ____ ____ ____

*A four digit verification code was mailed to the primary point of contact at this agency to the address listed in public records. Please provide that code prior to submitting the MOU for processing.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: Yes

SUBJECT: (C8b) Intent to Award ITB #19-24 to VerdeGo LLC for Public Utilities Landscape Maintenance

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve ITB #19-24, Landscaping for Public Utilities Facilities and Lift Stations to the lowest, responsible and responsive bidder, VerdeGo Landscape; to authorize the city manager to approve renewal terms; and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City received two responsive bids to ITB #19-24, Landscaping Services for Public Utilities Facilities and Lift Stations. VerdeGo Landscape was the lowest responsive bid at \$59,038.53 followed by Yellowstone Landscape with an annual bid of \$87,660.00.

The Standard Contract for Services will provide mow services for sixty three sites. Each has a per mow cost and, because the grow season is unpredictable, the City reserves the right to require additional site services as needed. Total annual spending authority will be based on the budgeted amount as approved by Port Orange City Council for the then-current fiscal year. The initial term will be effective for two years with the option to renew for three, one-year terms upon agreement of both parties and City Manager approval.

Project No.: Funding Account No.: 401-0900-536-3420

Presenter: Lynn Stevens

ATTACHMENTS:

1.	VerdeGo LLC ITB 19-24 Standard Contract for Services	VerdeGo LLC ITB 19-24 Standard Contract for Services.pdf
2.	Justification Memo - Award ITB 19 24 Landscape Maint PU Facilities and Lift Stations	Justification Memo - Award ITB 19 24 Landscape Maint PU Facilities and Lift Stations.pdf
3.	ITB 19 24 Landscape Maintenance for Public Utility Facilities and Lift Stations bid package	ITB 19 24 Landscape Maintenance for Public Utility Facilities and Lift Stations bid package.pdf

4.	ITB 19-24 Landscaping for Public Utilities Facilities and Lift Stations Bid Tab FINAL 9.19.19	ITB 19-24 Landscaping for Public Utilities Facilities and Lift Stations Bid Tab FINAL 9.19.19.pdf
5.	ITB 19-24 Landscaping for Public Utilities Facilities and Lift Stations NOTICE OF INTENT TO AWARD 09.23.19	ITB 19-24 Landscaping for Public Utilities Facilities and Lift Stations NOTICE OF INTENT TO AWARD 09.23.19.pdf
6.	Addendum No. 1 ITB 19-24 Landscaping Services for Public Utilities Facilities and Lift Stations FINAL 9.5.19	Addendum No. 1 ITB 19-24 Landscaping Services for Public Utilities Facilities and Lift Stations FINAL 9.5.19.pdf
7.	ITB 19 24 PU Facilities Landscape Maint VERDEGO submittal	ITB 19 24 PU Facilities Landscape Maint VERDEGO submittal.pdf
8.	ITB 19 24 PU Facilities Landscape Maint YELLOWSTONE submittal	ITB 19 24 PU Facilities Landscape Maint YELLOWSTONE submittal.pdf

Julia Wiggins	Created/Initiated - 9/23/2019
Kynah Cockcroft	Approved - 9/23/2019
Julia Wiggins	Approved - 9/23/2019
Steve Parnell	Approved - 9/23/2019
Lynn Stevens	Approved - 9/23/2019
James Tillman	Approved - 9/23/2019
Margaret Roberts	Approved - 10/8/2019
Jake Johansson	Approved - 10/8/2019
Robin Fenwick	Final Approval - 10/8/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **VERDEGO, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 3335 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services to Public Utilities treatment facilities, lift stations and other City owned easements, and as more specifically described in Invitation to Bid 19-24 ("ITB 19-24") and Addendum No. 1 which are made a part hereof by reference. Contractor's Bid Proposal and Scope of Services referenced in ITB 19-24 are attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-24 and Addendum No. 1 is available in the Office of the City Clerk.

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

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

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119.0701, Florida Statutes, or as otherwise provided by law.

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

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

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

26. Notice. For purposes of this Contract, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: VerdeGo, LLC
Attention: Terry McNitt, Jr., Managing Member
P.O. Box 789
Bunnell, Florida 32110
(386) 931-6018 – Telephone
tmcnitt@verdego.com

3335 North State Street
Bunnell, Florida 32110

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

VERDEGO, LLC

By: _____

Terry McNitt, Jr., Managing Member

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Terry McNitt, Jr., as Managing Member of VerdeGo, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #19-24
LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS
 Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
 Instruction to save Attachment from DemandStar website:
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: VerdeGo Landscape
 CONTACT PERSON: Billy Genovese
 EMAIL ADDRESS: bgenovese@verdegolandscaping.com
 AUTHORIZED NAME: William Genovese
 AUTHORIZED SIGNATURE:

	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)					
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
2	Major Street (Pomona's Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
3	Ridge Road (Oceana Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
4	Williamson Railroad Tank	0.50-2.0	\$ 141.23	33	\$ 4,660.59
5	Garney Water Plant	0.50-2.0	\$ 141.23	33	\$ 4,660.59
6	Performed Water Plant & Lab	0.50-2.0	\$ 141.23	33	\$ 4,660.59
7	Richal Street Stormwater Station (Augmentation Station)	0.25	\$ 141.23	33	\$ 4,660.59
			Class "C" Maintenance Subtotal		\$ 32,873.13
Class "D" Maintenance (Lift Stations)					
1	Brandy Hills	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
2	City Hall	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
3	Farmwood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
4	Atlantic High School	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
5	Herbert & Nova	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
6	Sam Ave	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
7	Los Olas	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
8	Laurinwood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
9	Golden Pond	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
10	Reese Woods	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
11	Greenwood Village	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
12	Carwash	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
13	Cambridge Estates	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
14	Lowest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
15	Wallace Estates	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
16	Pinewood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
17	Falconcrest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
18	Hawks Ridge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
19	Shylake	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
20	Water's Edge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
21	Baywood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
22	Seagull Landing	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
23	Deep Forest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
24	Fishbone	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
25	Riverbide Drive	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
26	Summerarea	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
27	Cypress Head	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
28	Sable Creek	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
29	Surfside Terrace	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
30	Candrial Blvd	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
31	Verecchia Way	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
32	Force Inlet Master	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
33	Oceana Ave	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
34	Intercontinental Villas	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
35	Charles Street	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
36	Nixon	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
37	Sugar Forest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
38	Southwind	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
39	Communitaria Nth	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
40	Lamp Lighter	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
41	Townhomes West	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
42	Willow Run #1	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
43	Willow Run #2	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
44	Oakland Park	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
45	The Woods	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
46	Cambridge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
47	Bayshore #1	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
48	Bayshore #2	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
49	Lancewood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
50	Christiane	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
51	Anglen	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
52	Spruce Creek High School	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
53	Countryside	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
54	Vineyards	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
			Class "D" Maintenance Subtotal		\$ 11,462.40
Class "E" Maintenance					
1	North Bighorn Ave Property	0.10-75	\$ 39.50	12	\$ 474.00
2	Buschman Park Lift Station	0.10-75	\$ 39.50	12	\$ 474.00
3	Enviro Control Site	0.10-75	\$ 39.50	12	\$ 474.00
			Class "E" Maintenance Subtotal		\$ 1,422.00
			TOTAL PRICE (Class C, D, & E)		\$ 55,512.53

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER

* Class "E" line item Enviro Control Site removed from Unit Pricing Per Addendum No. 1 dated 9/5/19. Total Price changed from \$59,512.53 to \$59,038.53, to reflect the removal of line item Enviro Control Site in the amount of \$474.00.

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services to Public Utilities treatment facilities, lift stations and other City owned easements.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and number of service visits is listed in Exhibit A.

Each class provides a general representation of the frequency of turf grass mowing/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the approximate acre measurements on each area covered under this contract, these measurements are **APPROXIMATE** only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to **EACH** area. It is highly recommended that each bidder attends the non-mandatory meeting. **Pictures of the larger locations of each area to be serviced are included in Exhibit B.**

Class "C" Maintenance - *Number of Site Visits:* A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

Class "D" Maintenance – *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Class "E" Maintenance - *Number of Site Visits:* A total of twelve (12) maintenance visits shall be provided each calendar year. Each class "E" location shall be serviced once per month.

Because the grow season can be unpredictable, the City reserves the right to require addition site services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with bid prices listed for each location on the bid tab form.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing from **ALL** turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This includes, but is not limited to; paper, bottles, cans, palm fronds tree limbs. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, & local laws, rules and regulations. In the event of a hurricane, the Contractor is not responsible for removing debris that is beyond the scope listed above. Fallen trees, fences, & large debris will be the responsibility of the City.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. However, heights shall be as follows:

Heights may vary per location

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of **ALL** debris including crack grass from right of way to right of way.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth.

*Areas where growth in swales that are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains. *Clumping of turf grass is **NOT** permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.*

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover **during each scheduled visit**. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall always be kept in good repair, appearance, and in a sanitary and clean condition. **All equipment** shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way must be properly signed and equipped with working safety lights. The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b. All Personnel performing duties under this scope must ALWAYS wear safety vests.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month. ***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.***

CONTRACT TIME AND RENEWAL: Contract will be for two (2) years from date of Notice to Proceed. Contract will be renewable for up to three (3) - one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

Exhibit A

City Properties to be serviced:

CLASS C Maintenance

Pumping Stations – Area to be serviced varies with location. (0.5-2.0 acres)

NAME	ADDRESS
Cypress Head (Cypress Head Pump Station)	6262 S. Williamson Blvd
Major Street (Peninsula Pump Station)	4270 S. Atlantic Ave
Ridge Road (Oceans Pump Station)	2842 Ridge Rd.
Williamson Reclaimed Tank	5955 S. Williamson Blvd
Garnsey Water Plant	4400 Wellfield Drive.
Reclaimed Water Plant & Lab	817 Oak Street

CLASS C Maintenance

Augmentation Stations – Area to be serviced (0.25 acre)

NAME	ADDRESS
Richel Street Stormwater Station	1098 Richel Dr.

CLASS D Maintenance

Lift Stations – Average lot size is 30'x30' (.02 acre)

NAME	ADDRESS
Brandy Hills	1380 THOMPCKINS DR, LS-44
City Hall	2015 CITY CENTER CIR, LS-58
Ravenwood	2 WOODSIDE DR, LS-30
Atlantic High	1250 REED CANAL RD, LS-12
Herbert & Nova	3655 S NOVA RD, LS-39
Samm Ave	980 CANALVIEW BLVD, LS-59
Los Olas	37 MAR AZUL NORTH, LS-162
Laurelwood	717 LAREDO DR, LS-33
Golden Pond	6200 SPRUCE CREEK RD, LS-34
Beacon Woods	3634 DONNA ST, LS-19
Glenwood Village	4692 HIDDEN LAKE DR, LS-55
Carwash	1784 DUNLAWTON AVE, LS-61
Cambridge Estates	220 N BRIGHTON, LS-18
Lowes	5401 YORKTOWNE BLVD, LS-82
Halifax Estates	1206 SPARTON AVE, LS-9
Riverwood	6148 DEL MAR DR, LS-48
Falconcrest	6043 SPRUCE CREEK RD, LS-65
Hawks Ridge	782 OSPREY DR, LS-47
Sky Lake	5932 BOGGS FORD RD, LS-74
Water's Edge	1698 CREEKWATER BLVD, LS-38
Baywood	401 BAYWOOD CIR, LS-76
Seagull Landing	4431 PENINSULA DR, LS-157
Deep Forest	919 TREE GARDEN RD, LS-27

Foxboro	5561 MILES DR, LS-71
Riverside Drive	5801 RIVERSIDE DR, LS-79
Summertree	5950 S WILLIAMSON BLVD, LS-24
Cypress Head	6410 CYPRESS SPRING PARK, LS-8
Sable Creek	6103 SABAL CREEK BLVD, LS-15
Surfside Terrace	3601 SURFSIDE TERR, LS-153
Cardinal Blvd	3812 CARDINAL BLVD, LS-154
Venetian Way	230 S VENETIAN WAY, LS-155
Ponce Inlet Master	4668 S PENINSULA DR, LS-159
Oceans Ave	86 OCEAN WAY, LS-164
Intracoastal Villas	3333 RIDGEWOOD AVE, LS-70
Charles Street	1000 CHARLES ST, LS-5
Nixon	850 NIXON LN, LS-10
Sugar Forest	800 SUGAR HOUSE DR, LS-40
Southwind	1481 MADELINE AVE, LS-49
Commonwealth	114 COMMONWEALTH BLVD, LS-81
Lamplighter	3202 S NOVA RD, LS-41
Townhomes West	3532 CREEKSIDE RD, LS-64
Willow Run #1	1105 WILLOW RUN BLVD, LS-36
Willow Run #2	1271 ROBIN DR, LS-50
Oakland Park	432 BRAHMA LN, LS-69
The Woods	469 APPLE COURT, LS-35
Cambridge	445 WILTSHIRE, LS-23
Bayshore #1	5479 WEST BAYSHORE DR, LS-66
Bayshore #2	5539 WEST BAYSHORE DR, LS-67
Lancewood	5658 LANCEWOOD DR, LS-63
Christianity	5403 CHRISTIANCLY AVE, LS-11
Anglers	4863 ORANGE BLVD, LS-62
Spruce Creek High School	791 TAYLOR RD, LS-21
Countryside	633 TAYLOR RD, LS-46
Vineyards	1480 TAYLOR RD, LS-17

CLASS E Maintenance

Additional locations Area to be serviced varies with location. (0.1-0.75 acres)

NAME	ADDRESS
North Brighton Ave Property	220 N. Brighton Ave
Buschman Park Lift Station	4560 Spruce Creek Rd
Enviro Control Site	5100 Spruce Creek Rd

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Exhibit B

Location Maps

Cypress Head Pump Station



Major Pump Station (Peninsula Pump Station)



Ridge Rd Pump Station (Oceans Pump Station)



Williamson Pump Station



Garnsey Water Plant



Water Reclamation Facility



Richel Drive



North Brighton Ave



Buschman Park



~~Spruce Creek Enviro Control Box~~



End of Scope of Work



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 of Public Utilities

DATE: September 23, 2019

SUBJECT: Intent to Award ITB 19-24, Landscaping Services for Public Utilities Facilities and Lift Stations - VerdeGo Landscape

REQUEST:

The Public Works & Utilities Department recommends City Council to approve the award of ITB 19-24, Landscape for Public Utilities and Lift Stations to VerdeGo Landscape as the lowest responsible and responsive bidder.

PURPOSE:

The purpose of this request is to approve the award of ITB 19-24 to VerdeGo Landscape for Public Utilities facilities and lift station mowing services.

CONSIDERATION:

On September 18, 2019 two bids were received for the mowing/landscape services for the 63 locations including the treatment plants, reclaimed and potable water storage facilities, and multiple lift stations located throughout the city. VerdeGo Landscape submitted the lowest, responsive bid. The bid included an annual cost of \$474.00 for the mowing services at the Environmental Control site, however, this site has been formally removed from the bid (see Addendum No. 1). The inclusion of the annual cost for the removed site is deemed a minor irregularity and VerdeGo Landscape has submitted the lowest, responsible and responsive bid of \$59,038.53.

VerdeGo Landscape has been awarded the contract for major thoroughfare mowing for the City. The contractor is more than qualified to perform the services requested.

The initial term of the Standard Contract for services will be two years with the option to renew for three, one-year terms, agreed upon by both parties and approval of the City Manager. Due to the unpredictable grow season, the City reserves the right to require additional site services. Total annual spending authority will be based on a budgeted amount as approved by Port Orange City Council.

FUNDING:

There are sufficient funds in account - 401-0900-536-34-20 Mowing Contract Service.

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council to approve award of ITB 19-24, Landscape for Public Utilities and Lift Stations to VerdeGo Landscape as the lowest responsible and responsive bidder.

ANTICIPATED SCHEDULE:

- a.) Council Approval – Oct 15, 2019
- b.) Executed Contract – October 31, 2019

ATTACHMENTS:

- a.) Bid Package documents – ITB 19-24, Landscaping Services for Public Utilities Facilities and Lift Stations
- b.) Notice of Intent to Award
- c.) Bid submittals – VerdeGo and Yellowstone Landscape

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS



ITB #19-24

City of Port Orange Purchasing Division

Prepared by: Michael Hall, Buyer

Release Date: August 14, 2019

Bid Due Date & Time: September 18, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5740

purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-24

LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-24 LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on September 18, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **1:00 P.M.** (local time) on **August 28, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to acquiring the services for the Landscaping for Public Utilities Facilities and Lift Stations. Grounds maintenance services for Public Utilities Facilities and Lift Stations locations. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #19-24 LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS"** in the subject line. Last day for questions will be **September 4, 2019 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

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

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

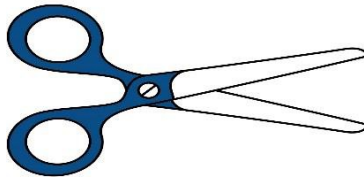
Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Michael Hall, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-24 LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS"**

Michael Hall – Buyer

Legal Ad - One Time – **August 14, 2019**

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



SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #19-24

BID TITLE:

**LANDSCAPING for PUBLIC UTILITIES
FACILITIES & LIFT STATIONS**

DUE DATE/TIME:

September 18, 2019 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Michael Hall
Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of contracting for **LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS**.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:.....August 14, 2019
Non-Mandatory Pre-Bid ConferenceAugust 28, 2019 at 1:00 P.M.
Deadline for Questions:September 4, 2019 by 5:00 P.M.
Final Addendum Posting:September 11, 2019 by 5:00 P.M.
Bids Due:September 18, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

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

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

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

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

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

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

PRE-BID CONFERENCE/SITE VISIT:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #19-24 LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL 32129
mhall@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

LANDSCAPING for PUBLIC UTILITIES FACILITIES & LIFT STATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services to Public Utilities treatment facilities, lift stations and other City owned easements.

MAINTENANCE CLASSES: Because each location requires different levels of service, three classifications of service have been developed. Each classification and number of service visits is listed in Exhibit A.

Each class provides a general representation of the frequency of turf grass mowing/cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, and other tasks must be performed with each scheduled visit.

Please note, while the City has provided the approximate acre measurements on each area covered under this contract, these measurements are **APPROXIMATE** only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. The non-mandatory pre-bid meeting will include site visits to **EACH** area. It is highly recommended that each bidder attends the non-mandatory meeting. **Pictures of the larger locations of each area to be serviced are included in Exhibit B.**

Class "C" Maintenance - *Number of Site Visits:* A total of thirty-three (33) maintenance visits shall be provided each calendar year. During the peak grow season (April 1 through October 31) each class "C" location shall be serviced twenty-three (23) times. The remaining months each location will be serviced twice per month (10 visits).

Class "D" Maintenance – *Number of Site Visits:* A total of twenty-four (24) maintenance visits shall be provided each calendar year. Each class "D" location shall be serviced twice per month.

Class "E" Maintenance - *Number of Site Visits:* A total of twelve (12) maintenance visits shall be provided each calendar year. Each class "E" location shall be serviced once per month.

Because the grow season can be unpredictable, the City reserves the right to require additional site services upon request. The City understands that this additional service would be at the City's expense. The price for additional service will be consistent with bid prices listed for each location on the bid tab form.

Minimum Level of Service Required for Each Site:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all litter and debris prior to mowing from **ALL** turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines, shall be removed. This includes, but is not limited to; paper, bottles, cans, palm fronds tree limbs. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, & local laws, rules and regulations. In the event of a hurricane, the Contractor is not responsible for removing debris that is beyond the scope listed above. Fallen trees, fences, & large debris will be the responsibility of the City.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. Contractor shall use a sharp blade to prevent burning the grasses. However, heights shall be as follows:

Heights may vary per location

- St. Augustine –3-3.5 inches
- Argentine Bahia – 3 inches
- Bermuda and Zoysia – 1-2 inches

Areas where large mowers are impractical shall be serviced using small push mowers or string trimmers. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

MAINTENANCE OF CONCRETE AREAS: Concrete areas include but are not limited to: sidewalks, curbs, driveways, aprons, drainage outfalls, gutters, concrete medians, concrete tips, and the joint where concrete meets asphalt. These areas shall be kept free of **ALL** debris including crack grass from right of way to right of way.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment, i.e. a mechanical edger. In the event the service area is unable to be serviced with an edger, a string trimmer shall be used. These areas are including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground cover or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types. Edging should not be more than 3 inches from the mulch of plant beds and tree wells. **Chemical edging of plant beds and tree wells is not permitted.** Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass, after edging.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

*Areas where crack grass is present, **MUST** be string trimmed (burned down) and then chemically sprayed to deter new weed growth.

*Areas where growth in swales that are unable to be mowed at time of service, a string trimmer **MUST** be used to trim to water height.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains. *Clumping of turf grass is **NOT** permitted. If clumping occurs, the contractor **MUST** blow to disperse, mulch the clumping, or rake and remove the debris.*

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover **during each scheduled visit**. The contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. Contractor is only responsible to remove dead ornamental plants as directed by the City.

IRRIGATION SYSTEMS: Contractor will use caution around sprinkler heads to minimize damage. The contractor shall be required to repair/replace any irrigation parts that are damaged during contractor activities. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads/systems shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

EQUIPMENT: The Contractor shall have on hand, equipment to permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall always be kept in good repair, appearance, and in a sanitary and clean condition. **All equipment** shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus.

All vehicles shall have the name of the Contractor, business telephone number and the vehicle identification number not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles. No offensive or political stickers shall be affixed to any equipment utilized on City property. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance, and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-way must be properly signed and equipped with working safety lights. **The Contractor is responsible for compliance of all FDOT and OSHA rules and regulations.** Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b. **All Personnel performing duties under this scope must ALWAYS wear safety vests.**

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

INVOICING: Payment shall be determined monthly based on sites inspected and verified. A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the contractor's service areas for the month. ***DEDUCTIONS will occur if areas are not completed upon inspection and invoice has been submitted.***

CONTRACT TIME AND RENEWAL: Contract will be for two (2) years from date of Notice to Proceed. Contract will be renewable for up to three (3) - one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor shall comply with all City regulations.

Contractor shall notify the City (via fax, e-mail or in person) daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

Exhibit A

City Properties to be serviced:

CLASS C Maintenance

Pumping Stations – Area to be serviced varies with location. (0.5-2.0 acres)

NAME	ADDRESS
Cypress Head (Cypress Head Pump Station)	6262 S. Williamson Blvd
Major Street (Peninsula Pump Station)	4270 S. Atlantic Ave
Ridge Road (Oceans Pump Station)	2842 Ridge Rd.
Williamson Reclaimed Tank	5955 S. Williamson Blvd
Garnsey Water Plant	4400 Wellfield Drive.
Reclaimed Water Plant & Lab	817 Oak Street

CLASS C Maintenance

Augmentation Stations – Area to be serviced (0.25 acre)

NAME	ADDRESS
Richel Street Stormwater Station	1098 Richel Dr.

CLASS D Maintenance

Lift Stations – Average lot size is 30'x30' (.02 acre)

NAME	ADDRESS
Brandy Hills	1380 THOMPCKINS DR, LS-44
City Hall	2015 CITY CENTER CIR, LS-58
Ravenwood	2 WOODSIDE DR, LS-30
Atlantic High	1250 REED CANAL RD, LS-12
Herbert & Nova	3655 S NOVA RD, LS-39
Samm Ave	980 CANALVIEW BLVD, LS-59
Los Olas	37 MAR AZUL NORTH, LS-162
Laurelwood	717 LAREDO DR, LS-33
Golden Pond	6200 SPRUCE CREEK RD, LS-34
Beacon Woods	3634 DONNA ST, LS-19
Glenwood Village	4692 HIDDEN LAKE DR, LS-55
Carwash	1784 DUNLAWTON AVE, LS-61
Cambridge Estates	220 N BRIGHTON, LS-18
Lowes	5401 YORKTOWNE BLVD, LS-82
Halifax Estates	1206 SPARTON AVE, LS-9
Riverwood	6148 DEL MAR DR, LS-48
Falconcrest	6043 SPRUCE CREEK RD, LS-65
Hawks Ridge	782 OSPREY DR, LS-47
Sky Lake	5932 BOGGS FORD RD, LS-74
Water's Edge	1698 CREEKWATER BLVD, LS-38
Baywood	401 BAYWOOD CIR, LS-76
Seagull Landing	4431 PENINSULA DR, LS-157
Deep Forest	919 TREE GARDEN RD, LS-27

Foxboro	5561 MILES DR, LS-71
Riverside Drive	5801 RIVERSIDE DR, LS-79
Summertree	5950 S WILLIAMSON BLVD, LS-24
Cypress Head	6410 CYPRESS SPRING PARK, LS-8
Sable Creek	6103 SABAL CREEK BLVD, LS-15
Surfside Terrace	3601 SURFSIDE TERR, LS-153
Cardinal Blvd	3812 CARDINAL BLVD, LS-154
Venetian Way	230 S VENETIAN WAY, LS-155
Ponce Inlet Master	4668 S PENINSULA DR, LS-159
Oceans Ave	86 OCEAN WAY, LS-164
Intracoastal Villas	3333 RIDGEWOOD AVE, LS-70
Charles Street	1000 CHARLES ST, LS-5
Nixon	850 NIXON LN, LS-10
Sugar Forest	800 SUGAR HOUSE DR, LS-40
Southwind	1481 MADELINE AVE, LS-49
Commonwealth	114 COMMONWEALTH BLVD, LS-81
Lamplighter	3202 S NOVA RD, LS-41
Townhomes West	3532 CREEKSIDE RD, LS-64
Willow Run #1	1105 WILLOW RUN BLVD, LS-36
Willow Run #2	1271 ROBIN DR, LS-50
Oakland Park	432 BRAHMA LN, LS-69
The Woods	469 APPLE COURT, LS-35
Cambridge	445 WILTSHIRE, LS-23
Bayshore #1	5479 WEST BAYSHORE DR, LS-66
Bayshore #2	5539 WEST BAYSHORE DR, LS-67
Lancewood	5658 LANCEWOOD DR, LS-63
Christianity	5403 CHRISTIANCLY AVE, LS-11
Anglers	4863 ORANGE BLVD, LS-62
Spruce Creek High School	791 TAYLOR RD, LS-21
Countryside	633 TAYLOR RD, LS-46
Vineyards	1480 TAYLOR RD, LS-17

CLASS E Maintenance

Additional locations Area to be serviced varies with location. (0.1-0.75 acres)

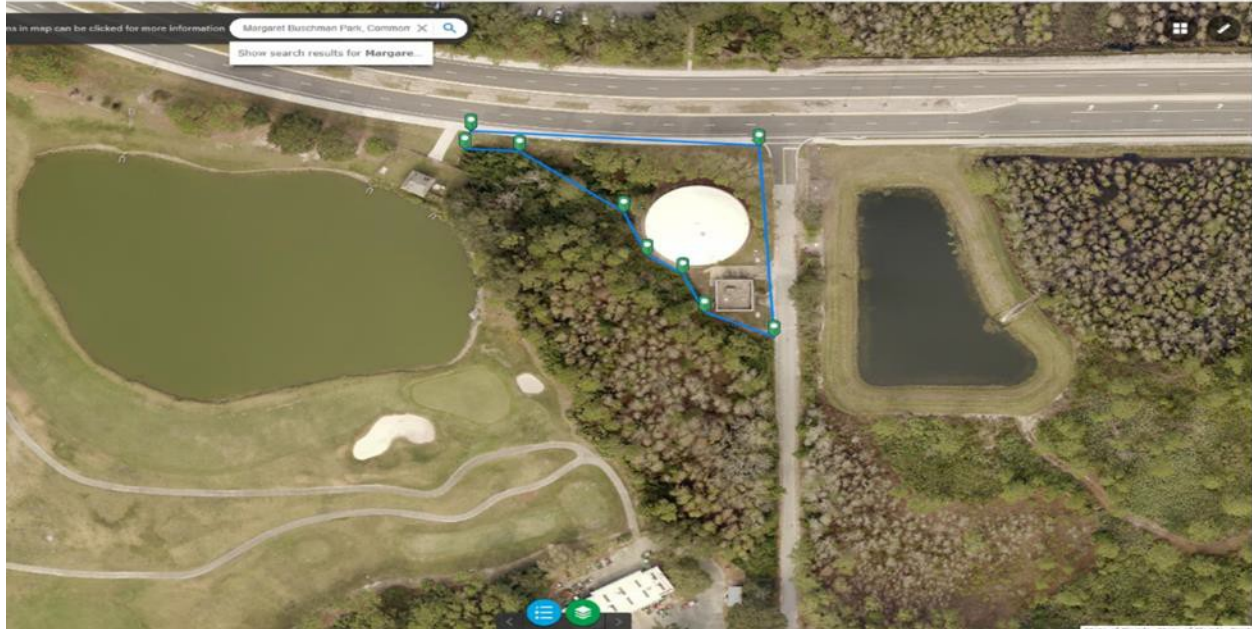
NAME	ADDRESS
North Brighton Ave Property	220 N. Brighton Ave
Buschman Park Lift Station	4560 Spruce Creek Rd
Enviro Control Site	5100 Spruce Creek Rd

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Exhibit B

Location Maps

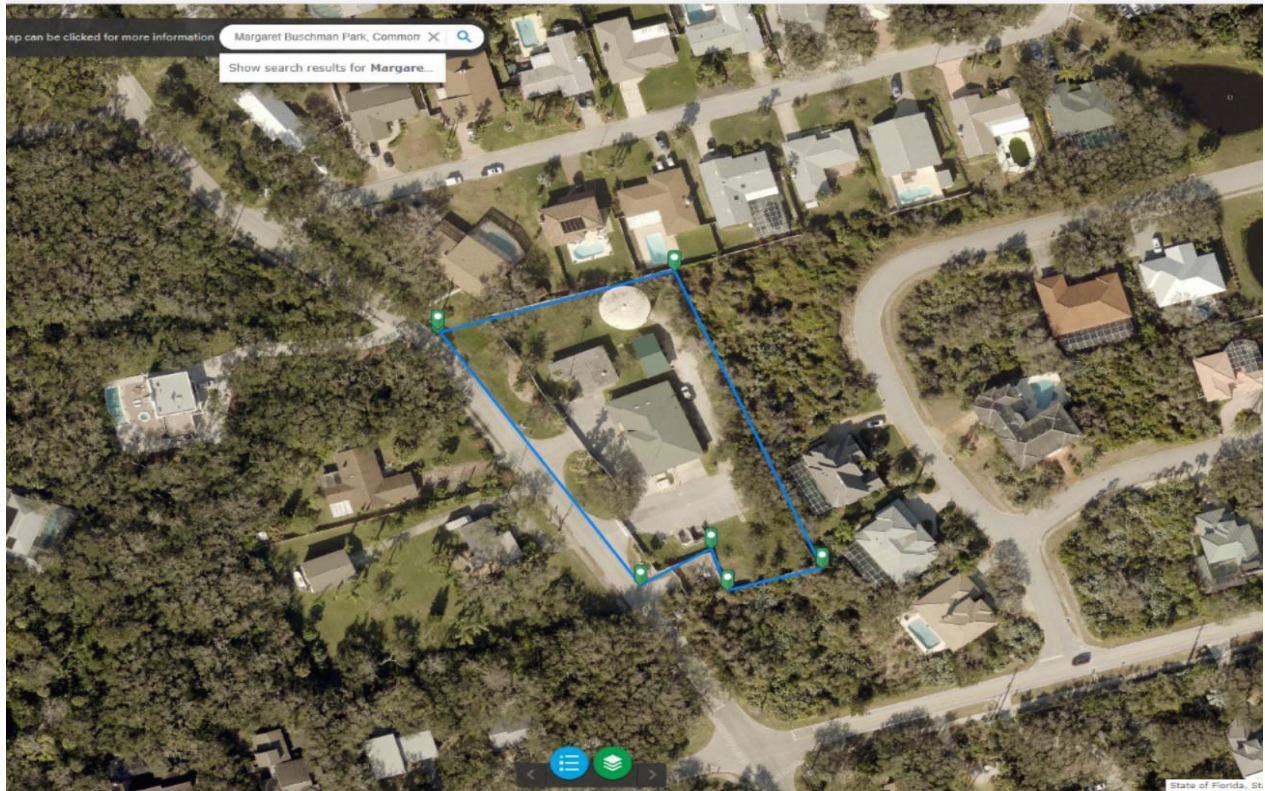
Cypress Head Pump Station



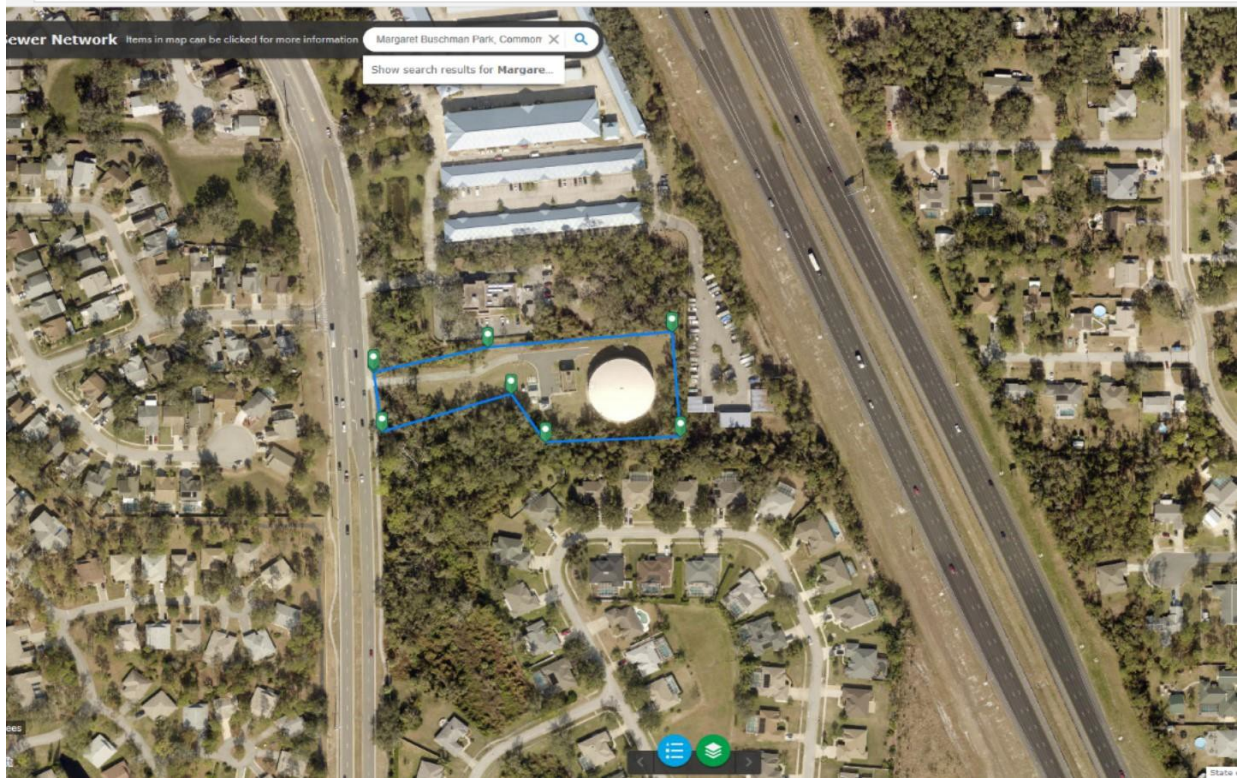
Major Pump Station (Peninsula Pump Station)



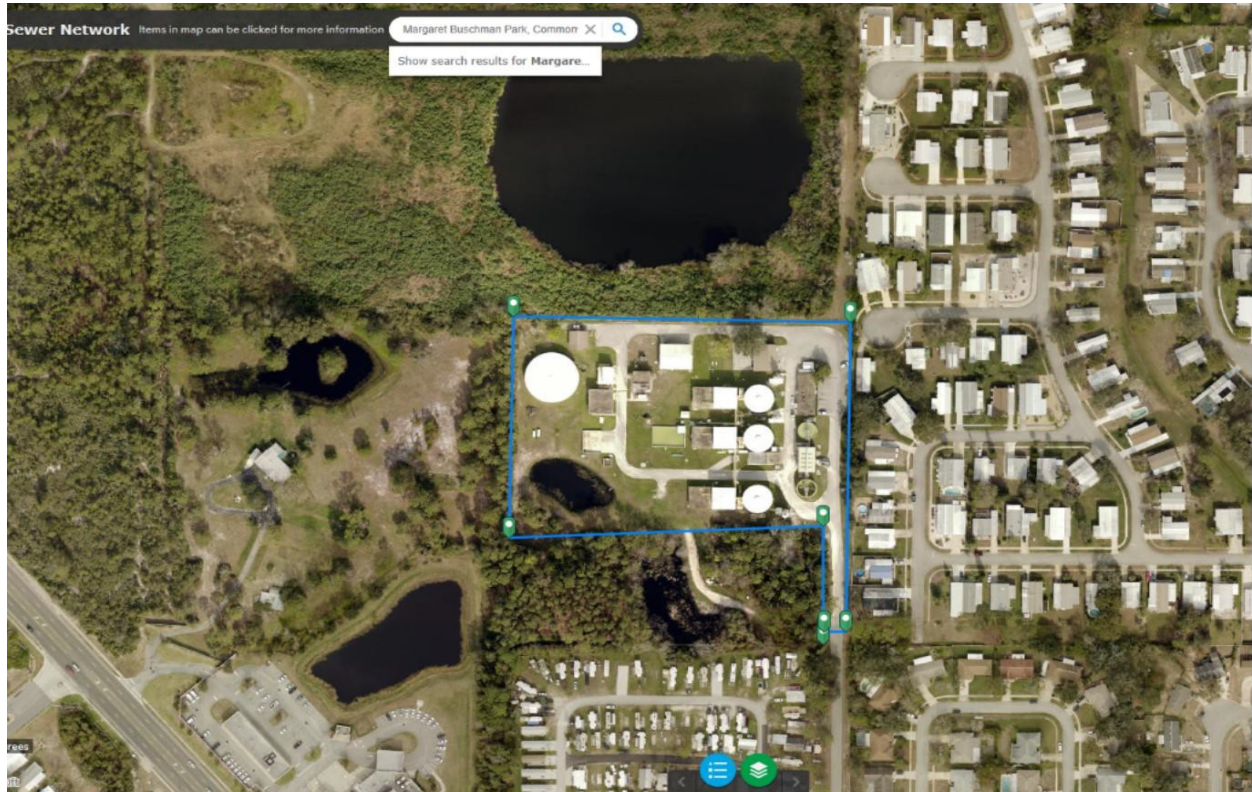
Ridge Rd Pump Station (Oceans Pump Station)



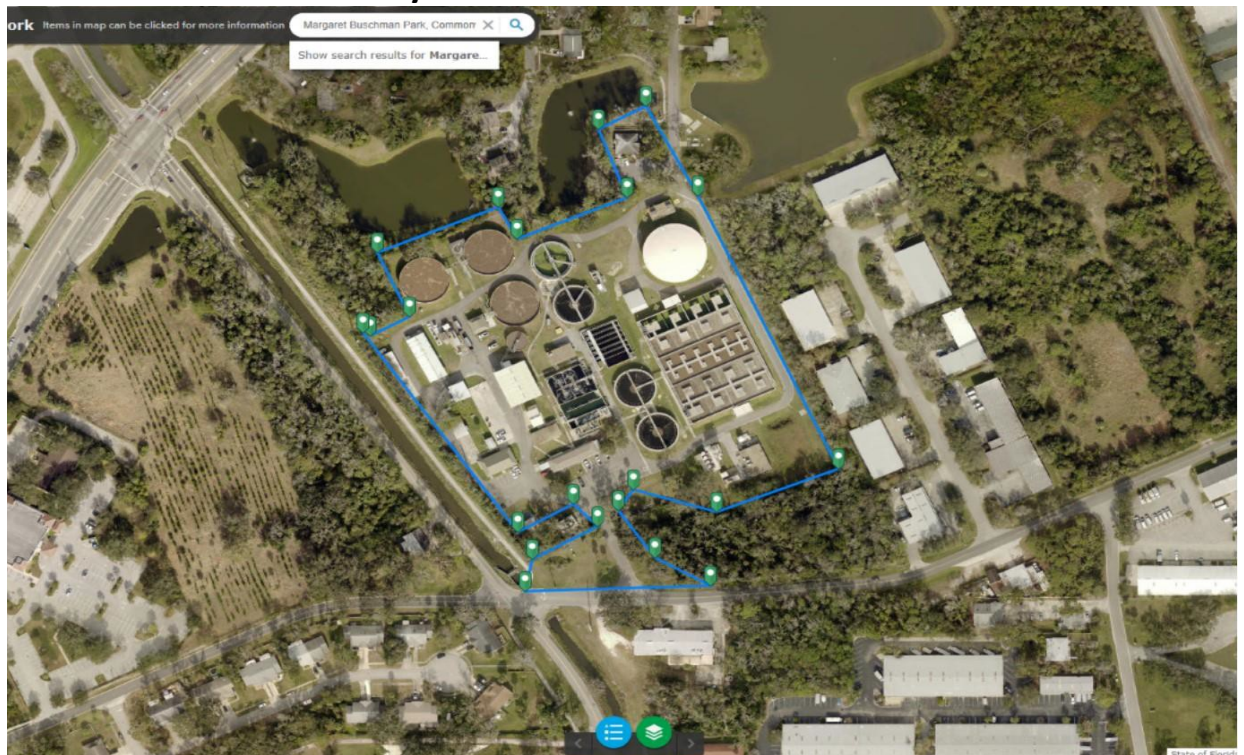
Williamson Pump Station



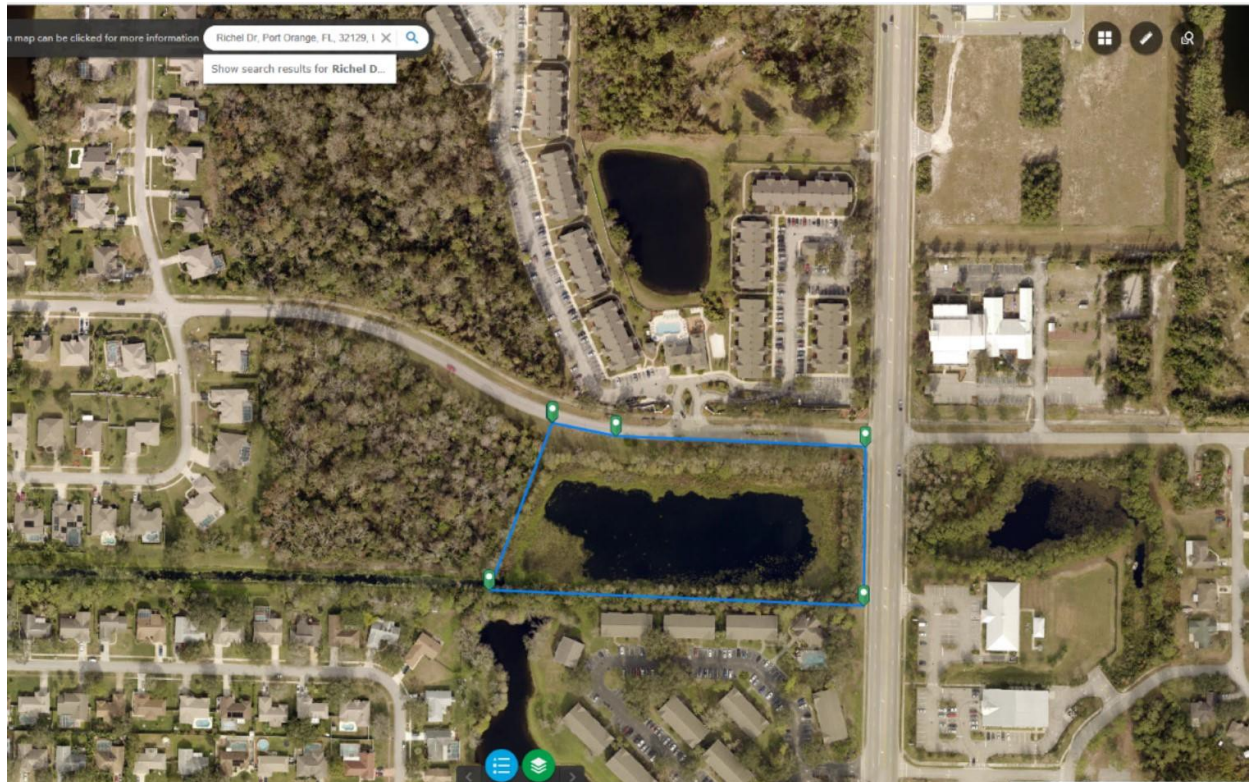
Garnsey Water Plant



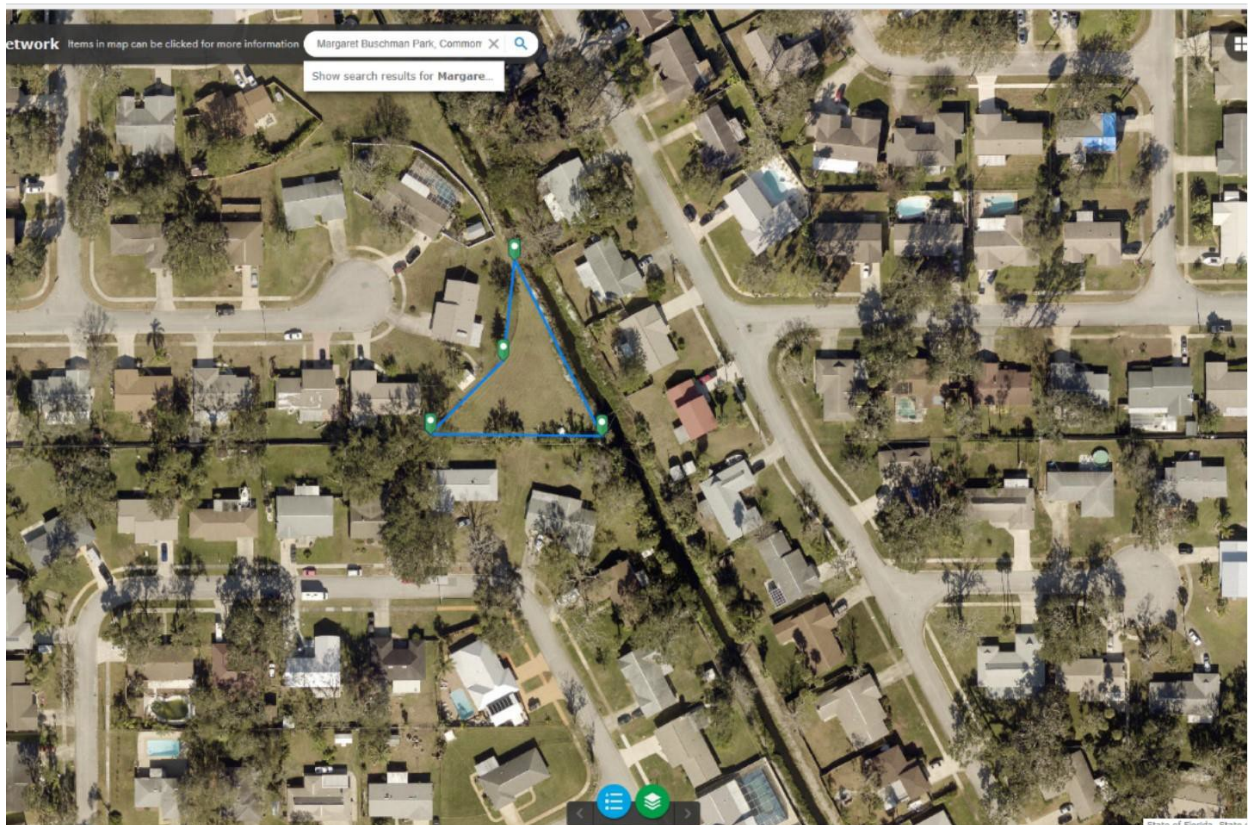
Water Reclamation Facility



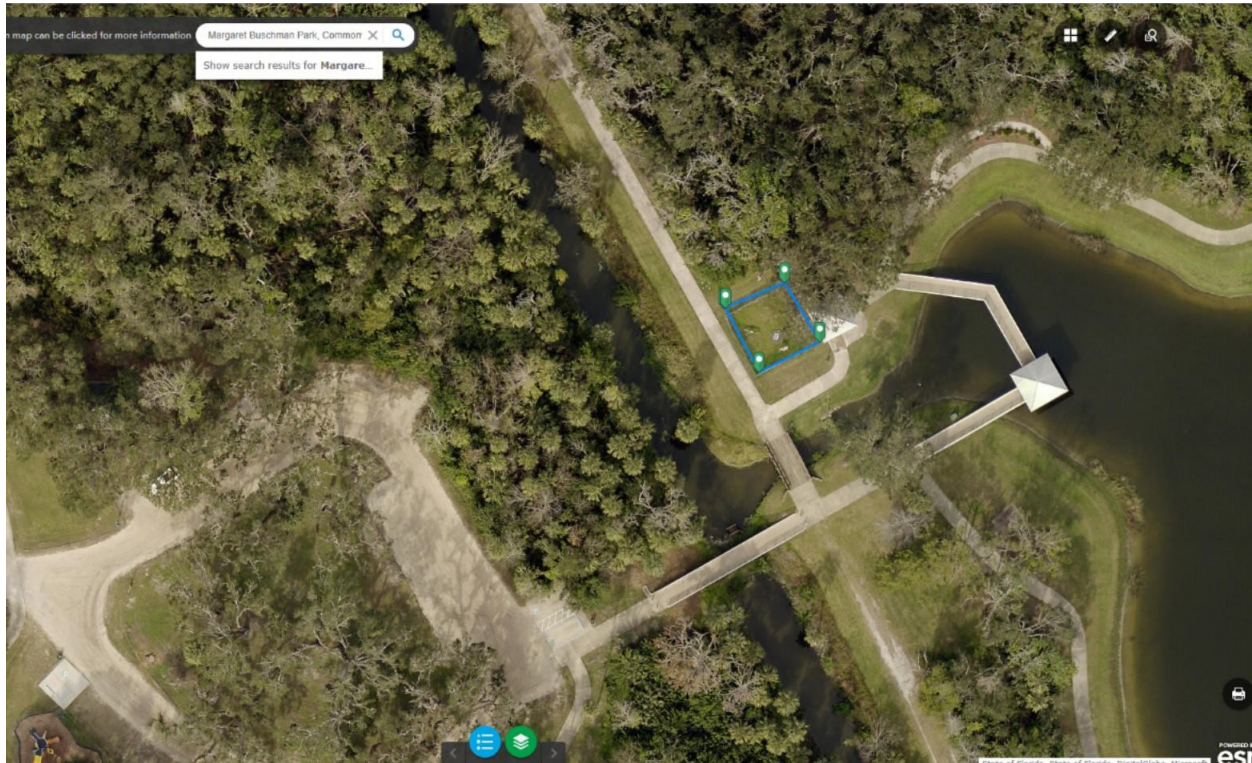
Richel Drive



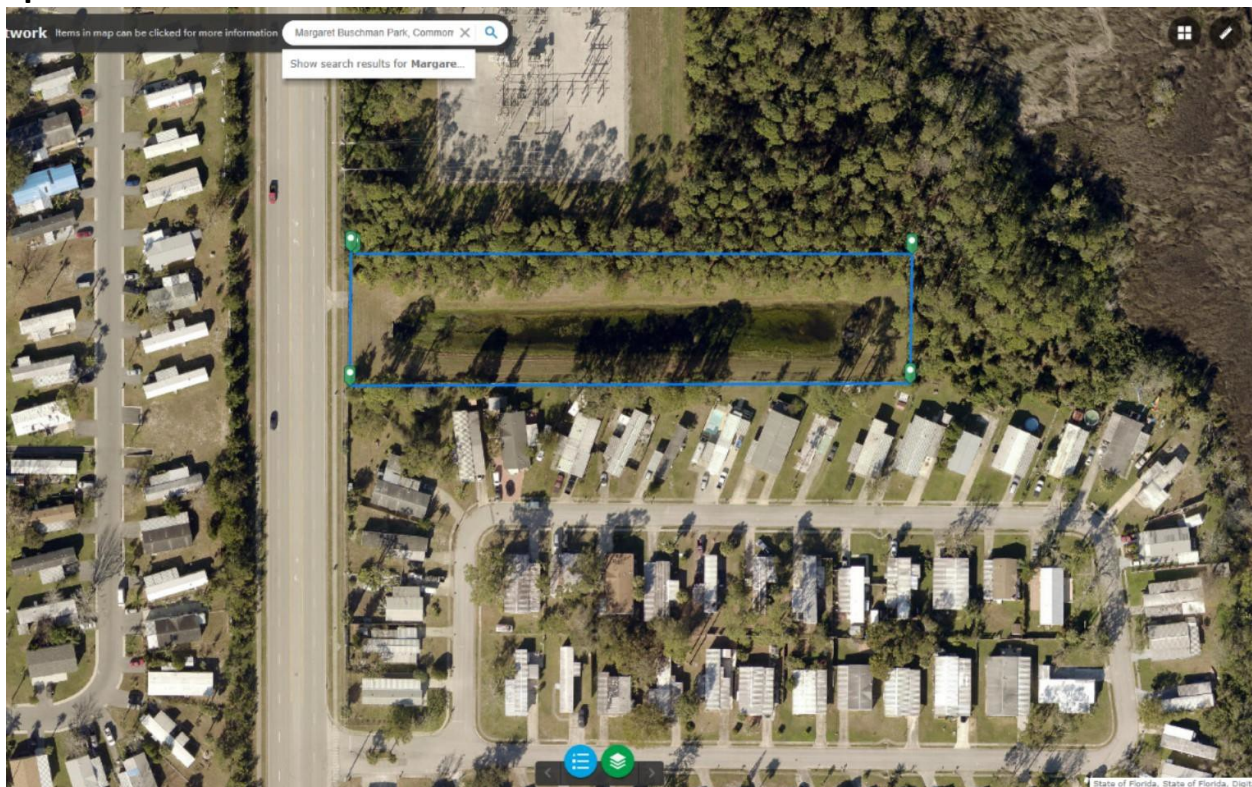
North Brighton Ave



Buschman Park



Spruce Creek Enviro Control Box



End of Scope of Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formalwrittendocument, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated,or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status. (See also “Vendor”)
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. BID RETURNS

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any

vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. DEFAULT PROVISIONS

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. FORCE MAJEURE

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

42. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists,

planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits,

worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. INSURANCE

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

51. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

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

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. LOCAL PREFERENCE

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid

submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Michael Hall, Purchasing Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. SUBCONTRACTING

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. TERM CONTRACTS

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu

of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

The term of the contract shall be for an initial two (2) years with three (3) - one (1) year renewal options agreed upon by both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

ESCALATION / DE-ESCALATION:

Bid prices shall remain firm for a period of contract award. The contract prices may be changed after the contract term and for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/ decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE:

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

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by

_____, as _____ of _____

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

***This document must be completed
and returned with your Submittal***

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

****Please attach a valid business tax receipt, or other such documentation****

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE_____
COMPANY***This document must be completed and returned with your Submittal***

BID COST/FEE PROPOSAL:

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM					
CITY OF PORT ORANGE					
ITB #19-24					
LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website:					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)					
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0	\$ -	33	\$ -
2	Major Street (Peninsula Pump Station)	0.50-2.0	\$ -	33	\$ -
3	Ridge Road (Oceans Pump Station)	0.50-2.0	\$ -	33	\$ -
4	Williamson Reclaimed Tank	0.50-2.0	\$ -	33	\$ -
5	Garnsey Water Plant	0.50-2.0	\$ -	33	\$ -
6	Reclaimed Water Plant & Lab	0.50-2.0	\$ -	33	\$ -
7	Richel Street Stormwater Station (Augmentation Station)	0.25	\$ -	33	\$ -
Class "C" Maintenance Subtotal:					\$ -
Class "D" Maintenance (Lift Stations)					
1	Brandy Hills	0.02 (30'x30')	\$ -	24	\$ -
2	City Hall	0.02 (30'x30')	\$ -	24	\$ -
3	Ravenwood	0.02 (30'x30')	\$ -	24	\$ -
4	Atlantic High School	0.02 (30'x30')	\$ -	24	\$ -
5	Herbert & Nova	0.02 (30'x30')	\$ -	24	\$ -
6	Samm Ave	0.02 (30'x30')	\$ -	24	\$ -
7	Los Olas	0.02 (30'x30')	\$ -	24	\$ -
8	Laurelwood	0.02 (30'x30')	\$ -	24	\$ -
9	Golden Pond	0.02 (30'x30')	\$ -	24	\$ -
10	Beacon Woods	0.02 (30'x30')	\$ -	24	\$ -
11	Glenwood Village	0.02 (30'x30')	\$ -	24	\$ -
12	Carwash	0.02 (30'x30')	\$ -	24	\$ -
13	Cambridge Estates	0.02 (30'x30')	\$ -	24	\$ -
14	Lowe's	0.02 (30'x30')	\$ -	24	\$ -
15	Halifax Estates	0.02 (30'x30')	\$ -	24	\$ -
16	Riverwood	0.02 (30'x30')	\$ -	24	\$ -
17	Falconcrest	0.02 (30'x30')	\$ -	24	\$ -
18	Hawks Ridge	0.02 (30'x30')	\$ -	24	\$ -
19	Sky Lake	0.02 (30'x30')	\$ -	24	\$ -
20	Water's Edge	0.02 (30'x30')	\$ -	24	\$ -
21	Baywood	0.02 (30'x30')	\$ -	24	\$ -
22	Seagull Landing	0.02 (30'x30')	\$ -	24	\$ -
23	Deep Forest	0.02 (30'x30')	\$ -	24	\$ -
24	Foxboro	0.02 (30'x30')	\$ -	24	\$ -
25	Riverside Drive	0.02 (30'x30')	\$ -	24	\$ -
26	Summertree	0.02 (30'x30')	\$ -	24	\$ -
27	Cypress Head	0.02 (30'x30')	\$ -	24	\$ -
28	Sable Creek	0.02 (30'x30')	\$ -	24	\$ -
29	Surfside Terrace	0.02 (30'x30')	\$ -	24	\$ -
30	Cardinal Blvd	0.02 (30'x30')	\$ -	24	\$ -
31	Venetian Way	0.02 (30'x30')	\$ -	24	\$ -
32	Ponce Inlet Master	0.02 (30'x30')	\$ -	24	\$ -
33	Oceans Ave	0.02 (30'x30')	\$ -	24	\$ -
34	Intracoastal Villas	0.02 (30'x30')	\$ -	24	\$ -
35	Charles Street	0.02 (30'x30')	\$ -	24	\$ -
36	Nixon	0.02 (30'x30')	\$ -	24	\$ -
37	Sugar Forest	0.02 (30'x30')	\$ -	24	\$ -
38	Southwind	0.02 (30'x30')	\$ -	24	\$ -
39	Commonwealth	0.02 (30'x30')	\$ -	24	\$ -
40	Lamplighter	0.02 (30'x30')	\$ -	24	\$ -
41	Townhomes West	0.02 (30'x30')	\$ -	24	\$ -
42	Willow Run #1	0.02 (30'x30')	\$ -	24	\$ -
43	Willow Run #2	0.02 (30'x30')	\$ -	24	\$ -
44	Oakland Park	0.02 (30'x30')	\$ -	24	\$ -
45	The Woods	0.02 (30'x30')	\$ -	24	\$ -
46	Cambridge	0.02 (30'x30')	\$ -	24	\$ -
47	Bayshore #1	0.02 (30'x30')	\$ -	24	\$ -
48	Bayshore #2	0.02 (30'x30')	\$ -	24	\$ -
49	Lancewood	0.02 (30'x30')	\$ -	24	\$ -
50	Christianity	0.02 (30'x30')	\$ -	24	\$ -
51	Anglers	0.02 (30'x30')	\$ -	24	\$ -
52	Spruce Creek High School	0.02 (30'x30')	\$ -	24	\$ -
53	Countryside	0.02 (30'x30')	\$ -	24	\$ -
54	Vineyards	0.02 (30'x30')	\$ -	24	\$ -
Class "D" Maintenance Subtotal:					\$ -
Class "E" Maintenance					
1	North Brighton Ave Property	0.10-75	\$ -	12	\$ -
2	Buchman Park Lift Station	0.10-75	\$ -	12	\$ -
3	Enviro Control Site	0.10-75	\$ -	12	\$ -
Class "E" Maintenance Subtotal:					\$ -
TOTAL PRICE (Class C, D, & E):					\$ -
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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

1. Provision of Services

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

(i) _____

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

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

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



End of Solicitation Documents

OPENING DATE/TIME: 9/18/2019 @2:30PM										
Bid Tabulation Form ITB #19-24 Landscaping for Public Utilities Facilities and Lift Stations										
			Contractor		Contractor		Contractor		Contractor	
			Yellowstone Landscape		VerdeGo Landscape					
ITEM #	DESCRIPTION	Maintenance Visits Per Year	COST PER VISIT	TOTAL ANNUAL COST	COST PER VISIT	TOTAL ANNUAL COST	COST PER VISIT	TOTAL ANNUAL COST	COST PER VISIT	TOTAL ANNUAL COST
A	Class "C" Maintenance (Pumping Stations)									
1	Cypress Head (Cypress Head Pump Station)	33	\$80.00	\$2,640.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
2	Major Street (Peninsula Pump Station)	33	\$80.00	\$2,640.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
3	Ridge Road (Oceans Pump Station)	33	\$80.00	\$2,640.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
4	Williamson Reclaimed Tank	33	\$120.00	\$3,960.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
5	Garnsey Water Plant	33	\$800.00	\$26,400.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
6	Reclaimed Water Plant & Lab	33	\$800.00	\$26,400.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
7	Richel Street Stormwater Station (Augmentation Station)	33	\$80.00	\$2,640.00	\$141.23	\$4,660.59	\$0.00	\$0.00	\$0.00	\$0.00
	Class "C" Maintenance (Pumping Stations) Subtotal:			\$67,320.00		\$32,624.13		\$0.00		\$0.00
B	Class "D" Maintenance (Lift Stations)									
1	Brandy Hills	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
2	City Hall	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
3	Ravenwood	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
4	Atlantic High School	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
5	Herbert & Nova	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
6	Samm Ave	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
7	Los Olas	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
8	Laurelwood	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
9	Golden Pond	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
10	Beacon Woods	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
11	Glenwood Village	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
12	Carwash	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
13	Cambridge Estates	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
14	Lowes	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
15	Halifax Estates	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
16	Riverwood	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
17	Falconcrest	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
18	Hawks Ridge	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
19	Sky Lake	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
20	Water's Edge	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
21	Baywood	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
22	Seagull Landing	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
23	Deep Forest	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
24	Foxboro	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
25	Riverside Drive	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
26	Summertree	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
27	Cypress Head	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
28	Sable Creek	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
29	Surfside Terrace	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
30	Cardinal Blvd	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
31	Venetian Way	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
32	Ponce Inlet Master	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
33	Oceans Ave	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
34	Intracoastal Villas	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
35	Charles Street	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
36	Nixon	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
37	Sugar Forest	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
38	Southwind	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
39	Commonwealth	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
40	Lamplighter	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
41	Townhomes West	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
42	Willow Run #1	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
43	Willow Run #2	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
44	Oakland Park	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
45	The Woods	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
46	Cambridge	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
47	Bayshore #1	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
48	Bayshore #2	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
49	Lancewood	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
50	Christianity	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
51	Anglers	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
52	Spruce Creek High School	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
53	Countryside	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
54	Vineyards	24	\$15.00	\$360.00	\$19.65	\$471.60	\$0.00	\$0.00	\$0.00	\$0.00
	Class "D" Maintenance (Lift Stations) Subtotal:			\$19,440.00		\$25,466.40		\$0.00		\$0.00
C	Class "E" Maintenance									
1	North Brighton Ave Property	12	\$25.00	\$300.00	\$39.50	\$474.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Buschman Park Lift Station	12	\$50.00	\$600.00	\$39.50	\$474.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Enviro Control Site	12	\$0.00	\$0.00	\$39.50	\$474.00	\$0.00	\$0.00	\$0.00	\$0.00
	Class "E" Maintenance Subtotal:			\$900.00		\$1,422.00		\$0.00		\$0.00
	TOTAL BASE BID (CLASS C, D, & E):			\$87,660.00		\$59,512.53		\$0.00		\$0.00
	Required Forms Submitted:		YES		YES					
	Responsive & Responsible Bidder:		YES		YES					

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS



NOTICE OF INTENT TO AWARD

ITB #19-24 Landscaping for Public Utilities Facilities & Lift Stations

September 23, 2019

On September 18, 2019, Purchasing received Two (2) bids for ITB #19-24 Landscaping for Public Utilities Facilities & Lift Stations.

After review of the bids submitted, City staff has made its recommendation to award VerdeGo Landscape of Bunnell, FL for Total Base Bid of \$59,038.53.

Recommendation to award will be presented for City Council approval on October 15, 2019.

**Michael Hall
Purchasing Buyer**



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1 **September 5, 2019**

ITB #19-24 Landscaping Services for Public Utilities Facilities & Lift Stations

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated **August 14, 2019** and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/A

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: Are there any changes to any of the properties? There is a property in the solicitation that is believed to be County owned, Spruce Creek Enviro Control Box.

Answer: Spruce Creek Enviro Control box is owned by Volusia County and mowing will not be needed for this location.

Question 2: Is this being currently done by a contractor or is it being done in house?

Answer: Both; It is currently being done by in house staff and also with contracted vendors.

Question 3: Are there any time restraints to perform maintenance on these properties?

Answer: Yes, the mowing hours are 7am to 5pm.

Michael Hall
Buyer

In all other respects, except as specifically stated herein, the subject ITB #19-24 remains unchanged.

END OF ADDENDUM NO. #1



City of Port Orange
Utilities and Lift Stations
ITB #19-24

9/18/19



386-931-6018 Phone
3335 North State Street
Bunnell, FL 32110

September 19, 2019

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: Bid Proposal For Landscape Maintenance

Dear Mr. Van Valkenburgh,

Thank you for the opportunity to provide a proposal for City of Port Orange Major Thoroughfare Landscape Maintenance. At VerdeGo, we fully understand the high expectations for your property, and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 15 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 60 full-time employees. Many of our employees have multiple certifications (BMP, OHSA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

T.J. McNitt
Owner
tmcnitt@verdego.com
386-931-6018



Proposal

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: VerdeGo Landscape
Name of Business


Authorized Signature

9/18/2019
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

VerdeGo Landscape
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

TJ McNitt / Owner

NAME, TITLE, TYPED

27-4398666

FEDERAL IDENTIFICATION #

PO Box 789

MAILING ADDRESS

Bunnell, FL 32110

CITY, STATE & ZIP CODE

386-437-3122/ 386-437-6883

TELEPHONE NUMBER / FAX NUMBER

tmcnitt@verdego.com

E-MAIL ADDRESS

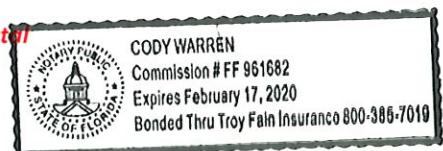
STATE OF FL COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of Sept. 18th, 2019 by TJ McNitt, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Cody Warren
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 9/5/19 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

VerdeGo Landscape
Name of Business
By: _____
Printed Name: TJ McNitt
Title: Owner

STATE OF FL
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18 day of September, 2019, by
TJ McNitt, as Owner of
(NAME) (TITLE)
VerdeGo LLC and who:
(NAME OF ORGANIZATION)

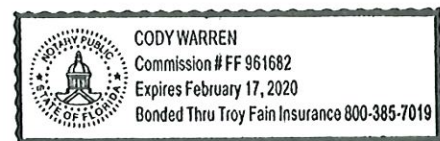
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Cody Warren
Notary Public, State of FL
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

VerdeGo Landscape

Name of Business

By:

Printed Name: TJ McNitt

Title: Owner

STATE OF FL
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of September, 2019, by
TJ McNitt, as Owner of

(NAME)

(TITLE)

VerdeGo Landscape

and who:

(NAME OF ORGANIZATION)

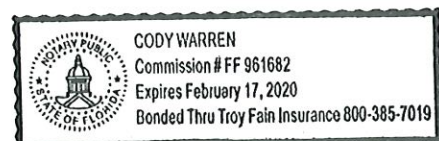
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Cody Warren
Notary Public, State of FL
Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)
Before me, the undersigned Authority, personally appeared affiant TJ McNitt, who, being by me first duly sworn, made the following statement:

1. The business address of VerdeGo Landscape is 3335 N. State Street, Bunnell, FL 32110
2. My relationship to VerdeGo Landscape is Owner (name of Offeree or business) is Owner (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

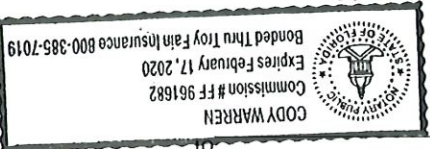
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members or agents of the Offeree or contractor who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeree or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeree or contractor, nor any affiliate of the Offeree or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeree or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeree or contractor who is active in the management of the Offeree or contractor or an affiliate of the Offeree or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. ~~A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

VerdeGo Landscape
Name of Business
By: TJ McNitt
Printed Name:
Title:
STATE OF FL
COUNTY OF Flagler
Sworn to (or affirmed) and subscribed before me this 18 day of September, 2019, by TJ McNitt as Owner, and who:

[Notary: Please select one]
☒ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of FL
Cody Warren
Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

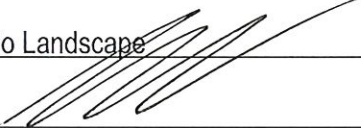
ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: VerdeGo Landscape

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

PRINTED SIGNATURE: TJ McNitt

TITLE: Owner

ADDRESS: 3335 N. State Street
Bunnell

CITY: STATE: FL ZIP CODE: 32110

386-437-3122
TELEPHONE: FAX: 386-437-6883

COMPLETION TIME: _____

F.E.I.N. NUMBER: 27-4398666

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. VerdeGo Landscape
B. Permanent main office address. 3335 N. State Street, Bunnell, FL 32110
C. Date organized. 12/31/2010
D. If a corporation, where incorporated. N/A
E. How many years have you been engaged in the contracting business under your present firm or trade name? 8.5 years
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
G. General character of work performed by your company. See Attached
H. Have you ever failed to complete any work awarded to you? If so, where and why? No
I. Have you ever defaulted on a contract? If so, where and why? No
J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
K. List your major equipment currently owned or leased. See Attached
L. Experience in work similar to this type of project. See Attached
M. Background and experience of the principal members of your organization, including the officers. See Attached
N. Credit currently available: \$ 350,000
O. Give bank reference: Lauri Alves- Intracoastal Bank
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

VerdeGo Landscape
Name of Business
By: [Signature]
Printed Name: TJ McNitt
Title: Owner

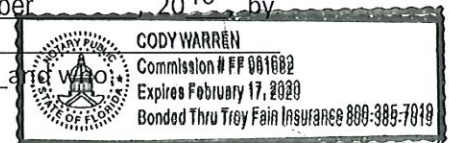
STATE OF FL
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18 day of September, 2019, by
TJ McNitt, as Owner
of VerdeGo Landscape

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Cody Warren
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:

**This document must be completed
and returned with your Submittal**

Sample of equipment provided to properties under contract

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
			Rivers Edge CDD	
Ford	F-250	2017	Truck 2045	MT-St. Augustine
Trailer	Anvil	2018	Trailer T-111	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Troy Built		Troy Built 30" Push Mower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS130		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	MS130		Stihl Chain Saw	MT-St. Augustine
Ford	F-150	2012	Truck 2027	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	KM130R		Stihl Combo Unit	MT-St. Augustine
Vaccum	Billt Goat		Billy Goat Leaf Vacuum	MT-St. Augustine
Isuzu	NPR	2019	Truck 2055	MT-St. Augustine
Trailer	Tandem	2019	Trailer Dump T-122	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	FC91Z		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
ATV	Kubota		Kubota 4 Seater RTV-X1140W-A	MT-St. Augustine
Ford	Transit	2019	Transit 2059	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
Middle Village and Double Branch				
Ford	F-250	2017	Truck 2049	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-113	MT-St. Augustine
Mower	Exmark		Exmark Vantage 52" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 52" WB	MT-St. Augustine
Mower	Exmark		Exmark Push Mower 30"	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	FC91R		Stihl Edger	MT-St. Augustine
2-Cycle	FC90		Stihl Edger	MT-St. Augustine
2-Cycle	FS91R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2018	Truck 2056	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-120	MT-St. Augustine
Mower	Exmark		Exmark Vantage 60" SO	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
Ford	F-250	2019	Truck 2057	MT-St. Augustine
Trailer	Anvil	2019	Trailer T-121	MT-St. Augustine
Mower	Exmark		Exmark 72" RD ZTR	MT-St. Augustine
Mower	Exmark		Exmark Lazer Z 60" ZTR	MT-St. Augustine
Mower	Exmark		Exmark Turf Tracer 60" WB	MT-St. Augustine
Mower	Toro		Toro Reel Master 3100-D	MT-St. Augustine
Mower	Toro		Toro Greens Master 1600	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle			Stihl Polesaw	MT-St. Augustine
2-Cycle	MS170		Stihl Chainsaw	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
			Bartram Springs CDD	
Ford	F-250	2017	Truck 2061	MT-St. Augustine
Trailer	Anvil	2017	Trailer T-126	MT-St. Augustine
Isuzu	NPR	2019	Truck 2062	MT-St. Augustine
Mower	Exmark		52" Walk Behind X-Series	MT-St. Augustine
Mower	Exmark		60" ZTR	MT-St. Augustine
Mower	Exmark		96" ZTR Diesel	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL130		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HT103		Stihl Polesaw	MT-St. Augustine
2-Cycle			Stihl Combo Unit	MT-St. Augustine

<u>Type</u>	<u>Model</u>	<u>Year</u>	<u>Description</u>	<u>Division</u>
			World Golf Village	
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
2-Cycle	BR600		Stihl Blower	MT-St. Augustine
Blower	Buffalo		Buffalo Blower	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FC91		Stihl Edger	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	FS94R		Stihl Line Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine
2-Cycle	HL94K		Stihl Hedge Trimmer	MT-St. Augustine



September 18, 2019

VerdeGo has a wide range of experience, knowledge and resources allowing us to offer a truly complete selection of landscape installation, maintenance, and management services to our clientele. VerdeGo maintains a wide range of clients with diverse project requirements that give us a unique perspective on effectively meeting expectations economically, as well as maximizing communication, stressing safety and ensuring the highest levels of quality and productivity.

Meeting Your Goals

VerdeGo's key is our intensive planning and scheduling phase. When we design the plan for successful completion of a project, our team collaborates on a companywide level to ensure all facets of the operation are accounted for in the plan. The services we provide include proposal development, pre-construction meetings, project timelines, regular project schedule reviews, site visit reviews, task planning, and other project planning amenities. Our planning for projects continues throughout the project life cycle, but is most important during the initial phase of the project. VerdeGo's specialized team continues to utilize the most innovative solutions to keep our projects up-to-date, on task, within the budget, and ahead of schedule. Collaboration is a critical component of a successful project and our team strives to keep an open source of communication so that we can meet our goals.

Quality Assurance

Our reputation is built upon the quality of service we provide, along with the value of the product we deliver. Our success is dependent upon constant improvement to our organization. Our highly skilled and qualified staff are equipped to implement these improvements to provide our clientele with quality and value on any project.

Our Quality Assurance program is designed to meet and exceed our client's expectations, not only by the way of deliverables, but also the activities performed to produce those deliverables. Our quality control staff has an extensive portfolio in tasks such as:

- Management Oversight
- Quality Control
- Record Keeping
- Safety and Technical Training
- Purchase Leveraging
- Permitting and Regulations Management
- Innovations through Technology

Our goal is to provide our clients with the best quality possible. We continuously evaluate our systems and work towards advancing our knowledge in the industry to provide as promised results to our clients.

Performance

- We strive to improve ourselves by routinely seeking and giving feedback.
- We measure our performance against established expectations and take corrective action as needed.
- We make time for training and development.
- We know that successful performance is no accident. It requires discipline and active commitment to be exceptional.

Please feel free to contact us if you have any questions. It would be a pleasure to meet with you and introduce our team.

F. Contracts on Hand:

- Rivertown (Mattamy Homes) \$1,100,000
- Oakleaf Plantation (Double Branch Middle Village CDDs) \$785,000
- Ocean Hammock POA \$700,000
- Advent Health Hospital \$350,000
- City of Daytona Beach \$500,00
- Additional Contracts will be provided by request

M: Background and experience of the principal members of your organization:

Collectively, our owner and two additional senior leaders have 60+ years of combined landscape industry experience. Also, our members have municipal experience working with Florida organizations such as: The City of Palm Coast, City of Ormond Beach, City of New Smyrna, and Volusia County Schools. Our staff hold multiple University of Florida Certifications, General Contracting License, Arborist Certification, as well as degrees from accredited institutions in Finance, Turfgrass Management, Landscape Construction & Contracting, plus: landscape Horticulture.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Daytona Beach
Contact Person: Mark Pincket- Technical Services Contract Manager
City, State: Daytona Beach, FL
Telephone Number: 386-671-8634
Email Address: PincketMark@CODB.US
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$500,000
Start/End Date of Contract: On Going
2. Company Name: Advent Health (Formerly Florida Memorial Hospital)
Contact Person: Drew Doste
City, State: Daytona Beach, FL
Telephone Number: 386-231-3084
Email Address: richard.droste@fhmmc.org
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$300,000-\$400,000
Start/End Date of Contract: 12/18/15-12/31/2019
3. Company Name: Ocean Hammock POA
Contact Person: Chris Abdalla
City, State: Palm Coast, FL
Telephone Number: 386-445-6333
Email Address: cabdalla@mayresort.com
Description of goods or
Services provided: Monthly Landscape Maintenance (Mowing, Edging, Trimming, etc.)
Contract Amount: \$700,000
Start/End Date of Contract: On Going

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Listed Below				
2					
3					

This document must be completed and returned with your Submittal.

References



Project Name: Rivers Edge CDD– Rivertown (Mattamy Homes Community)

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Louis Cowling

90 Lanier Street, St. Johns, FL 32259

904-362-8099

Louis.Cowling@mattamycorp.com

Project Name: Ocean Hammock POA

Client Since: 2017

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Chris Abdalla (May Management)

1 Hammock Beach Parkway

Palm Coast, FL 32137

Project Name: Bartram Springs CDD

Client Since: 2018

Services Provided: Landscape Maintenance, Landscape Enhancements

Client Contact Information: Kevin Colcord—Board President

14530 E Cherry Lake Dr

Jacksonville, FL 32258

904-451-6808

*As of Jan.1, 2019 we earned the contract for Oakleaf Plantation, which consists of both Double Branch CDD and Middle Village CDD.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: VerdeGo LLCCONTACT PERSON/TITLE: William Genovese- Dir. of Business DevelopmentMAILING ADDRESS: PO Box 789 Bunnell, FL 32110

CITY-STATE-ZIP: _____

Length of Time at Address Provided: 10 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 27-4398666BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-437-3122FAX: 386-437-6883EMAIL: tmcnitt@verdego.com**ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

****Please attach a valid business tax receipt, or other such documentation****

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared TJ McNitt who, after being sworn according to law, stated that he or she was authorized to represent VerdeGo and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

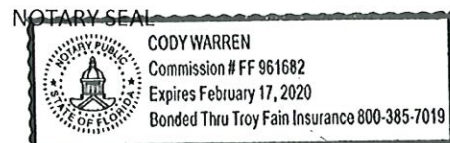
Cody Warren
SIGNATURE OF NOTARY PUBLIC
THIS 18 DAY OF September, 2019
My Commission Expires: _____

SIGNATURE OF AFFIANT
TJ McNitt / Owner

DATE

PRINTED NAME OF AFFIANT / TITLE
VerdeGo Landscape

COMPANY

***This document must be completed and returned with your Submittal***

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB #19-24 LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission Instruction to save Attachment from DemandStar website: Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:		VerdeGo Landscape			
CONTACT PERSON:		Billy Genovese			
EMAIL ADDRESS:		bgenovese@verdego.com			
AUTHORIZED NAME:		William Genovese			
AUTHORIZED SIGNATURE:					
	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
Class "C" Maintenance (Pumping Stations)					
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
2	Major Street (Peninsula Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
3	Ridge Road (Oceans Pump Station)	0.50-2.0	\$ 141.23	33	\$ 4,660.59
4	Williamson Reclaimed Tank	0.50-2.0	\$ 141.23	33	\$ 4,660.59
5	Garnsey Water Plant	0.50-2.0	\$ 141.23	33	\$ 4,660.59
6	Reclaimed Water Plant & Lab	0.50-2.0	\$ 141.23	33	\$ 4,660.59
7	Richel Street Stormwater Station (Augmentation Station)	0.25	\$ 141.23	33	\$ 4,660.59
				Class "C" Maintenance Subtotal:	\$ 32,624.13
Class "D" Maintenance (Lift Stations)					
1	Brandy Hills	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
2	City Hall	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
3	Ravenwood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
4	Atlantic High School	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
5	Herbert & Nova	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
6	Samm Ave	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
7	Los Olas	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
8	Laurelwood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
9	Golden Pond	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
10	Beacon Woods	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
11	Glenwood Village	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
12	Carwash	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
13	Cambridge Estates	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
14	Lowes	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
15	Halifax Estates	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
16	Riverwood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
17	Falconcrest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
18	Hawks Ridge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
19	Sky Lake	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
20	Water's Edge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
21	Baywood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
22	Seagull Landing	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
23	Deep Forest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
24	Foxboro	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
25	Riverside Drive	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
26	Sunmertree	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
27	Cypress Head	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
28	Sable Creek	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
29	Surfside Terrace	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
30	Cardinal Blvd	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
31	Venetian Way	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
32	Ponce Inlet Master	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
33	Oceans Ave	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
34	Intracoastal Villas	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
35	Charles Street	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
36	Nixon	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
37	Sugar Forest	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
38	Southwind	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
39	Commonwealth	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
40	Lampfligher	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
41	Townhomes West	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
42	Willow Run #1	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
43	Willow Run #2	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
44	Oakland Park	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
45	The Woods	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
46	Cambridge	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
47	Bayshore #1	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
48	Bayshore #2	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
49	Lancewood	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
50	Christlancy	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
51	Anglers	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
52	Spruce Creek High School	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
53	Countryside	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
54	Vineyards	0.02 (10"x30")	\$ 19.65	24	\$ 471.60
			\$	19.65	\$ 25,466.40
Class "E" Maintenance					
1	North Brighton Ave Property	0.10-.75	\$ 39.50	12	\$ 474.00
2	Buschman Park Lift Station	0.10-.75	\$ 39.50	12	\$ 474.00
3	Enviro Control Site	0.10-.75	\$ 39.50	12	\$ 474.00
				Class "E" Maintenance Subtotal:	\$ 1,422.00
TOTAL PRICE (Class C, D, & E):					\$ 59,512.53
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
VERDEGO, LLC

Filing Information

Document Number	L10000028990
FEI/EIN Number	27-4398666
Date Filed	03/15/2010
State	FL
Status	ACTIVE
Last Event	LC AMENDED/RESTATED
ARTICLE/NAME CHANGE	
Event Date Filed	12/30/2010
Event Effective Date	12/31/2010

Principal Address

3335 N. STATE STREET
BUNNELL, FL 32110

Changed: 03/16/2011

Mailing Address

P.O.BOX 789
BUNNELL, FL 32110

Registered Agent Name & Address

MCNITT, TERRY MJR, Jr.
3335 N. State St
Bunnell, FL 32110

Name Changed: 02/03/2017

Address Changed: 02/03/2017

Authorized Person(s) Detail

Name & Address

Title MGR

MCNITT, TERRY, Jr.
3335 N. STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2017	02/03/2017
2018	02/20/2018
2019	02/08/2019

Document Images

02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
08/20/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
12/30/2010 -- LC Amended/Restated Article/NC	View image in PDF format
03/15/2010 -- Florida Limited Liability	View image in PDF format

Certifications & Licenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (386) 767-3161 (A/C, No, Ext): FAX (386) 760-1770 (A/C, No): E-MAIL: melissa@catonhosey.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Insurance Company	24112
		INSURER B: Builders Mutual Insurance company	10844
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL17122118677 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ ☐ CUR \$500 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			TRA5095617	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TRA5095617	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			TRA5095617	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP1056353-0	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Certifications & Licenses



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

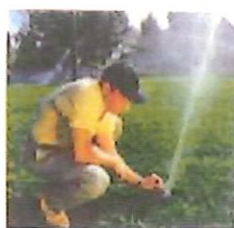
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD	
LICENSE NUMBER	
CGC1506752	
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018	
MCNITT, TERRY MARTIN JR. VERDEGO LLC 39 AUDUBON LANE FLAGLER BEACH FL 32136	
	
	
ISSUED: 08/09/2016	SEQ# L1608090001972

DISPLAY AS REQUIRED BY LAW

Certifications & Licenses

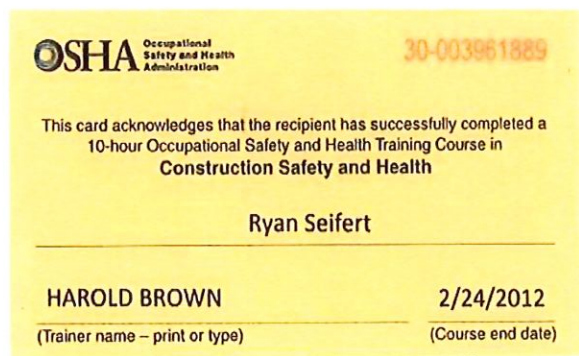


Select Certified
IRRIGATION ASSOCIATION
Experienced professionals. Efficient solutions.



Ryan Seifert
CLIA

Certification ID#: 75785
Expiration Date: 12/31/2017
CEU Cycle: 1/1/2017 to 12/31/2018



ProFirstAid Basic

a ProTrainings.com company

This card certifies that the individual has successfully completed the National Cognitive Evaluation in accordance with ProTrainings Curriculum and the American Heart Association's guidelines

RYAN SEIFERT

has completed CPR & First Aid (AED inclusive) Certification

Date Issued: 30 Jul 2015 Renew By: 30 Jul 2017
Certificate # 143827594478776

Certifications & Licenses



State of Florida



Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB262544

VERDEGO
3335 NORTH STATE STREET, BUNNELL, FL 32110

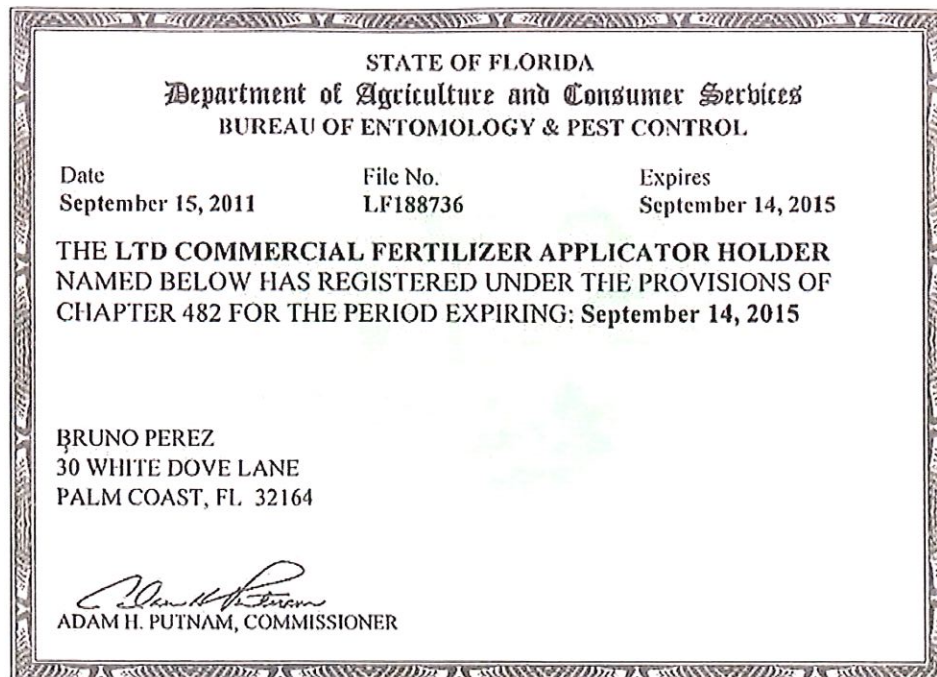
This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending August 31, 2018 as prescribed by Law.

Issue Date: August 23, 2017

Adam H. Putnam
Commissioner of Agriculture

FDACS 13618.06/01

Certifications & Licenses



Certifications & Licenses



Let's protect our earth



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Examination & Licensing Unit
PO BOX 441
Trenton, NJ 08625-0411
(609)-777-1013

Please detach your license and carry it with you for identification purposes.

JOHN S SPRAGUE
2880 LANGHORNE-YARDLEY RD
C/O AUTUMN HILL LANDSCAPE INC
LANGHORNE PA 19047

Document #: 102237000

DEPARTMENT OF ENVIRONMENTAL PROTECTION	STATE OF NEW JERSEY
Hereby Certifies the Goodstanding of:	
JOHN S SPRAGUE	SSN:
License No. 0015835	Reg No. 0015835
AS A LICENSED: LANDSCAPE IRRIGATION	
Expires: 01/31/13	Document#: 102237000

TO DETACH

- Push license down thru paper.



Company History,
Experience
&
Services

Our History



History

At VerdeGo, we opened our doors in 2002 as a small, locally owned company.

Our owner, T.J. McNitt, a Flagler County native, realized the area's need for a friendly retail garden center that provided the ability for homeowners to beautify their residences with affordable plants and landscaping.

As Palm Coast and the surrounding areas grew, so too did VerdeGo. In 2005, we launched our full-service design center, offering groundbreaking trends in commercial and residential design, including irrigation, lighting and hardscape. This service was added to our already successful retail center and landscape installation division.

Our continued success in the industry led us to open our landscape maintenance division. Today, we take pride in serving the landscape architecture, installation and maintenance needs of Flagler, Volusia and St. Johns Counties.

At VerdeGo, we offer a comprehensive approach to managing the outdoor needs of properties such as yours. Our professional team is certified in University of Florida's Green Industries Best Management Practices and is dedicated to offering the time, care and dedication your superior landscape deserves. Our team provides sustainable solutions to meet and surpass your needs and expectations.

We pride ourselves not only on our attractive landscape design, professional installation and quality maintenance but also on the wealth of knowledge and experience of our team.

We invite you to experience more at www.VerdeGo.com.

Experience

Installation / Maintenance / Design



Installation



- Industrial, Commercial - Shopping Centers, Roadways & Office Parks
- High End Residential - Plantation Bay, Ocean Hammock, Grand Haven
- Parks & Recreation - Holland Park



Maintenance

- State of Florida's 'Best Management Practices'
- Skilled & Experienced Personnel
- Pro-Active Communication with Focus on the 'Details'



Design

- Personnel Education / Training

Bachelor of Landscape Architecture

Florida Certified Landscape Designer

AutoCAD & 3D Modeling

Irrigation Installation & Management

Certified & Licensed Technicians



Irrigation Installation & Management

- **Installation** - Our highly qualified technicians are licensed and certified.
- **Maintenance** - Monthly performance checks are scheduled.
 - The proper coverage of all areas is ensured.
- **Service Calls** - Our team of trained and licensed irrigation technicians are ready to deploy and serve you.



Fertilization & Pest Management

Certified Pest Control Operators



Fertilization & Pest Management

- Our goal is to achieve the optimal health of all trees, palms, shrubs and turf.
- Our team is comprised of licensed and experienced technicians.
- A site-specific analysis and management programs are offered.

Fertilization

- We have commercial, resort and residential experience.
- The environmental impacts are considered.
- All equipment is updated and efficient.

Pest Management

- Pest management includes insecticide, herbicide and fungicide applications.
- Our team is comprised of knowledgeable personnel to identify and treat all needs of the landscape.
- All safety standards are promoted and maintained.

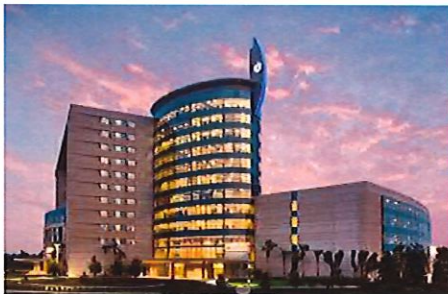
Landscape Lighting

VerdeGo, Lighting the Way



Landscape Lighting

- Final Step To Create A Beautiful Landscape
- Low Voltage
- Highlighting Specimen Palms & Trees
- 15—Lifetime Warranties
- Anti—Rust And Corrosion
- High-Quality Halogen or Astro-Brite Lamps
- 2,000-Hours Life Expectancy





Landscape Management Specifications



Landscape Management Specifications

1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
 - ◊ Color
 - ◊ Density
 - ◊ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.





Landscape Management Specifications

2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our leaders are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. VerdeGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material





Landscape Management Specifi-

3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.



Landscape Maintenance Services Proposal

Prepared For

**THE CITY OF PORT ORANGE
ITB #19-24, LANDSCAPING for PUBLIC
UTILITIES & LIFT STATIONS**

September 18, 2019 @ 2:30PM





386-248-3298 tel
386-437-5143 fax

1077 Derbyshire Rd
Daytona Beach, FL 32117

September 18, 2019

Michael Hall, Buyer
City of Port Orange, City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, FL 32129

RE: ITB #19-24, LANDSCAPING for PUBLIC UTILITIES & LIFT STATIONS

Dear Mr. Hall,

Thank you for the opportunity to extend our partnership with **The City of Port Orange**. Our proposal has been Created to address the specific needs and expectations you have expressed for The City of Port Orange's "LANDSCAPING for PUBLIC UTILITIES & LIFT STATIONS". In our proposal, the service levels we have included match the Specifications set forth in ITB #19-24.

As you review our proposal, we wish to highlight that clear communication, proactivity and quality of work are the foundations upon which we've built strong relationships. These traits have allowed us to expand our services to clients throughout Volusia and Flagler county. We remain dedicated to serving all of our clients, from both the public and private sectors, with a commitment to excellence and achieving the best possible appearance for their landscape.

Finally, we certify that the proposal and fee schedule included in this document for **The City of Port Orange** will remain in effect for 90 days after the proposal submission date.

Sincerely,

Barry Critcher
Business Development Manager
bcritcher@yellowstonelandscape.com
386-569-3649

About Us



Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

Yellowstone Landscape has since become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving **more than 1500 clients** from branch facilities across the region. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from a design on a computer screen to a mature and thriving landscape in the ground.

Yellowstone Landscape is dedicated to **creating and maintaining green spaces that enhance the quality of life where you live, work, and play**. We provide professional landscaping services to some of the most outstanding homeowner associations, governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.

Quick Facts About Yellowstone Landscape:

- Commercial Services Offered Include: Landscape Design & Installation, Landscape Maintenance, Irrigation Installation & Maintenance, and Tree Care
- Over 1,300 Full-Time Employees & 800 Seasonal and Part-Time Associates
- Established Executive Leadership and Operations Management Teams comprised of some of our industry's most respected men and women
- Over 700 Vehicles in Our Service Fleet
- 21 Branch Facilities across Florida, Georgia, North Carolina, South Carolina, & Texas
- 94% Client Satisfaction Rating in our most recent annual client survey
- Recipient of a National Landscape Award of Excellence 24 times in the past ten years
- More than 1,000,000 trees planted along public roadways through partnerships with local and state agencies across the South

The South's Trusted Landscape Partner



Headquartered in Central Florida, we serve our clients from our local branch locations across six Southern states.

In many of the region's largest cities, we've opened multiple operating branches in order to more efficiently serve our clients, including four locations in Houston, three locations in Atlanta, and two locations in Orlando.

All our branch operating teams are supported by the collective strength of a regional leader in commercial landscaping services.

We empower our local branch teams to make decisions in the best interest of our clients and their properties.

No excuses, no calling headquarters, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the South's trusted commercial landscaping partner.

Table of Contents

1. Vendor's Acknowledgement
2. Addendum and Change Order Procedure Acknowledgement
3. Drug Free/Tie Preference Statement
4. Public Entity Crimes Statement
5. Affidavit of Anti-Collusion
6. Statement of Vendor's Qualifications
7. Professional References for Previous Experience
8. Local Business Affidavit of Eligibility
9. Attachment 1 - Bid Proposal
10. Copy of License

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: Yellowstone Landscape
Name of Business


Authorized Signature

September 16, 2019
Date

This document must be completed and returned with your Submittal



Vendor's Acknowledgement

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Yellowstone Landscape
NAME OF BUSINESS

1077 Derbyshire Rd
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Daytona Beach, FL 32117
CITY, STATE & ZIP CODE

Barry Critcher, Business Development Mgr
NAME, TITLE, TYPED

386.248.3298/ 386.437.5143
TELEPHONE NUMBER / FAX NUMBER

20-2993503
FEDERAL IDENTIFICATION #

bcritcher@yellowstonelandscape.com
E-MAIL ADDRESS

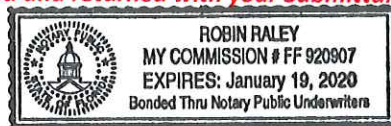
STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of September 17, 2019 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



Addendum and Change Order Procedure Acknowledgement

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 09.05.2019 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 17th day of September, 2019, by
Barry Critcher, as Business Development Manager of

Yellowstone Landscape and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

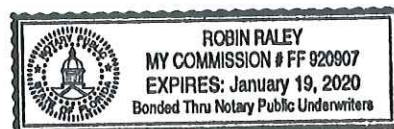
☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal





Drug Free/Tie Preference Statement

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Yellowstone Landscape

Name of Business

By: 

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 17th day of September, 2019 by
Barry Critcher (NAME), as Business Development Manager (TITLE) of

Yellowstone Landscape and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

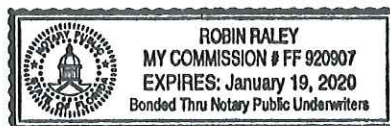
☒ is personally known to me; or

☐ has produced _____ as identification.


Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal





Drug-Free Workplace Statement

Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.



Drug-Free Workplace Statement

In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.



Public Entity Crimes Statement

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Barry Critcher, who, being by me first duly sworn, made the following statement:

1. The business address of 1077 Derbyshire Rd., Daytona Beach, FL 32117 (name of Offeror or business) is _____.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 17th day of September, 2019, by Barry Critcher, as Business Development Manager of Yellowstone Landscape and who:

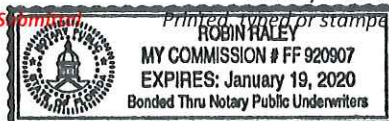
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Statement.



Affidavit of Anti-Collusion

FORM 7.6 – ANTI-COLLUSION FORM

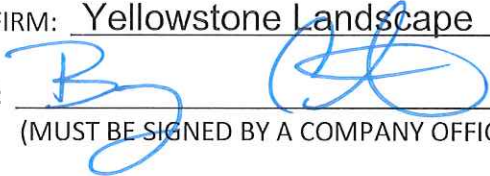
ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Yellowstone Landscape

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

PRINTED SIGNATURE: Barry Critcher

TITLE: Business Development Manager

ADDRESS: 1077 Derbyshire Rd. , Daytona Beach

CITY: STATE: FL ZIP CODE: 32117

TELEPHONE: FAX: 386.248.3298 / 386.437.5143

COMPLETION TIME: September 16, 2019

F.E.I.N. NUMBER: 20-2993503

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON):

This document must be completed and returned with your Submittal



Statement of Vendor's Qualifications

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS Please see responses in pages following

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Business Development Manager

STATE OF Florida

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 17th day of September, 2019 by
Barry Critcher, as Business Development Manager
of Yellowstone Landscape and who:

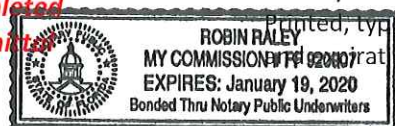
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

**This document must be completed
and returned with your Submission**



Printed, typed or stamped name, commission
expiration:

Statement of Qualifications



- A. Yellowstone Landscape
- B. 1077 Derbyshire Road
Daytona Beach, FL 32117
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South and Southwest United States.
- H. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.
- L. Please see "Similar Contracts Presently on Hand" in following pages.

Statement of Qualifications



- M. Please see "Principal Officers" in following pages.
- N. \$20,000,000
- O. Antares Capital, L.P.
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



elow is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
The City of Port Orange	Streetscapes, Rights of Way	Volusia	>\$500,000
The City of Daytona Beach	Streetscapes, Rights of Way	Volusia	>\$100,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>200
Heavy Duty Pickup Trucks	>75
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>125
Motorized Work Carts	>30
Heavy Construction Equipment (Various Caterpillar)	>20

Listing of Major Equipment

Below is a detail asset listing of active fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Asset Number	Short Description	Acquisition Date
000036	Mower, Jacobsen	Nov 1, 2003
000045	Loader, CAT Forks	Feb 1, 2004
000066	Blower, Debris, 23HP	Mar 1, 2005
000067	Blower, Debris, 23HP	Mar 1, 2005
000073	Mower, Jacobsen Greens King	Jun 1, 2005
000074	Mower, Triplex Vanguard, 7'	Jul 1, 2005
000076	Mower, Rotary	Jul 1, 2005
000077	Mowers, Exmark	Jul 1, 2005
000079	Mowers	Aug 1, 2005
000080	Mower, Exmark Lazer, 60"	Sep 1, 2005
000081	Mower, ExMark Walk-behind	Sep 1, 2005
000082	Mower, Turf Tracer, 60 "	Sep 1, 2005
000084	Mower, Walking Greens	Nov 1, 2005
000085	Top Dresser	Nov 1, 2005
000089	Mower, ExMark Lazer Z	Jan 1, 2006
000093	Mower, ExMark, 60"	May 1, 2006
000094	Mower, ExMark, 60"	May 1, 2006
000095	Mower, ExMark, 60"	Jun 1, 2006
000097	Traller, 2005 Performance Galv	Jul 1, 2006
000098	Blower, Buffalo Turbine	Aug 1, 2006
000101	Mower, Bush Hog	Sep 1, 2006
000103	Workman 2110, Toro	Nov 1, 2006
000104	Traller, Wylie Water 2006	Apr 1, 2007
000105	Mower, Toro Reelmaster 3100-D	May 1, 2007
000106	Mower, Toro Reelmaster 3000	May 1, 2007
000107	Mower, Toro Reelmaster 3000	May 1, 2007
000108	Mower, Jacobsen Tri-King 1800	Jun 1, 2007
000130	Root Rake	Apr 1, 2003
000131	Rake Attachment, CAT, 84"	Jun 1, 2003
000136	Boom Arm, CAT	May 1, 2004
000142	Compactor, CAT	Jul 1, 2004
000148	Compactor, Dynapac LF3820	Dec 1, 2004
000149	Wheel Loader Attach, CAT 902 QA	May 1, 2005
000150	Traller, Anderson 7x20, 2005	May 1, 2005
000153	Forks, CAT 262B7 #7026	Nov 1, 2005
000155	Mini Excavator, CAT 303C-CR	Jun 1, 2006
000156	Auger, CAT A26B	Jun 1, 2007
000168	Sump Pump Addition	Dec 1, 2006

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000191	Mower, Vanguard 4200	Nov 1, 2006
000191	Mower, Vanguard 4200	Apr 1, 2014
000276	Dozer, 6-Way, 79"	Jul 1, 2006
000336	Grapple Rake, ASI 78"	Jul 1, 2006
000337	Mower, Davco 705	Oct 1, 2006
000339	Mower, Davco 705	Nov 1, 2006
000380	Sod Cutter, Ryan 18"	Apr 1, 2008
000384	Truck, Ford F350, 2000	Jan 1, 2003
000391	Truck, Ford F250, 2003	May 1, 2003
000391	Truck, Pick Up Bed	May 1, 2014
000403	Trailer, 6 x 16 Anderson	Dec 1, 2006
000404	Truck, GMC Super Lawn, 2005	Dec 1, 2004
000405	Truck, GMC Super Lawn , 2005	Dec 1, 2004
000405	Truck, GM 450 Repairs	Mar 1, 2015
000405	Truck, Front Panel, Windshield	Apr 1, 2015
000407	Trailer, 7 x 20 Anderson 6 ton	Jul 1, 2007
000409	Truck, GMC Super Lawn, 2005	Aug 1, 2005
000410	Truck, GMC Super Lawn, 2006	Oct 1, 2005
000411	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000412	Truck, GMC Debris/Dump, 2006	Nov 1, 2005
000413	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000414	Truck, GMC Super Lawn, 2007	Dec 1, 2006
000415	Truck, Chevy Silverado, 2007	May 1, 2007
000428	Truck, Ford F250, 2004	Aug 1, 2004
000432	Forklift, Tag Along Handler	Mar 1, 2006
000436	Truck, Chevy Silverado, 2007	Dec 1, 2006
000437	Truck, 2007 Chevy Silverado	Jun 1, 2007
000445	Trailer, 2004 Anderson 7 x 20	Nov 1, 2006
000451	Trailer, Reefer Model Vs2R	May 1, 2007
000455	Truck, Chevy Silverado, 2007	May 1, 2007
000464	Truck, Kenworth Water, 2005	Jan 1, 2006
000468	Trailer, 48" Trall King, 2006	Feb 1, 2006
000469	Truck, Mack CX Daycab, 2006	Jan 1, 2007
000481	Truck, Ford F150, 2005	Aug 1, 2005
000499	Truck, Ford F150, 2006	Aug 1, 2006
000505	Trailer, 2011 Big Tex 7x14 Dump	May 1, 2006
000506	Trailer, Andersen Deck-Over Dump	Jun 1, 2006
000507	Truck, Chevy Silverado, 2006	Jun 1, 2006
000653	Mower, Exmark Turf Tracer 52"	May 1, 2008
000654	Mower, Exmark Lazer Z 60"	May 1, 2008
000655	Mower, Toro 27" Verti-Cutter	May 1, 2008

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
000656	Mower, Toro Greensmaster 1000	May 1, 2008
000709	Air Compressor	Sep 1, 2007
000710	Rolling Jack	Sep 1, 2007
000711	Lubrication Equipment	Sep 1, 2007
000714	Mig Welder	Sep 1, 2007
000715	Flammable Storage Cabinet	Sep 1, 2007
000716	Tire Changer and Balancer	Sep 1, 2007
000717	Small Equipment Lifts	Sep 1, 2007
000718	Shop Tools	Sep 1, 2007
000719	Shop Heater (Napa)	Sep 1, 2007
000720	Welder, Millermatic 251	Sep 1, 2007
000721	Pneumatic Lift	Sep 1, 2007
000742	Truck, Chevy Silverado, 2007	Aug 1, 2007
000744	Truck, Chevy Silverado, 2007	Oct 1, 2007
000747	Trailer, Fontaine Drop Deck+	Nov 1, 2007
000749	Truck, Ford F650, 2000	Jan 1, 2008
000752	Wheel Loader, CAT 914G	Dec 1, 2004
000801	Truck, GMC Super Lawn, 2007	Mar 31, 2008
000804	Mower, Exmark Turf Tracer 52"	Jun 1, 2008
000805	Mower, Exmark Turf Tracer 60"	Jun 1, 2008
000807	CAT Telehandler Lift Eye/Hook	Jul 1, 2008
000808	CAT T9B Manual Trencher	Jul 1, 2008
000816	Automatic Rotary Blade Grinder	Aug 1, 2008
000819	Sprayer, Skid 100 Gal	Sep 1, 2008
000832	Mower, Exmark Turf Tracer 52"	Mar 1, 2009
000833	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000834	Mower, Exmark Turf Tracer 60"	Mar 1, 2009
000835	Mower, Exmark ZTR, 60"	Mar 1, 2009
000837	Mower, Lazer 72"	Mar 1, 2009
000840	Spreader, Vortex Granular	Apr 1, 2009
000877	Trailer, 1989 Wench 8x8 (DL)	Jul 1, 2009
000906	Truck, 2005 Isuzu (DL)	Jul 1, 2009
000926	Spray Star, Smithco	Aug 1, 2009
000932	Mower, Hustler 60" XR7	Aug 1, 2009
000949	Sprayer, 2009 Smart Steer	Feb 1, 2010
000950	Mower, 2006 Toro Greensmaster	Feb 1, 2010
000956	Spray Rig, Toro Multi Pro 1200	Mar 1, 2010
000985	Mower, Exmark 60" Lazer	Sep 1, 2010
000992	Loader, Skid Steer	Oct 1, 2010
001006	Ryan Lawn Aerator IV Plus	Jan 1, 2011
001014	Mower, Exmark 36"	Mar 31, 2011

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001015	Mower, Exmark 60"	Apr 1, 2011
001035	Mower, Gravely Pro Turn 260	Jul 1, 2011
001038	Mower, Gravely Pro Turn 260	Jul 1, 2011
001039	Mower, Gravely Pro Turn 260	Jul 1, 2011
001042	Mower, Gravely Pro Stance 52"	Jul 1, 2011
001056	Truck, 2012 Isuzu NPREFI 18'	Jul 1, 2011
001093	Kubota Util Vehicle SN-C0739	Sep 1, 2011
001094	Kubota Util Vehicle SN-C2811	Sep 1, 2011
001095	Kubota Util Vehicle SN-C4184	Sep 1, 2011
001096	Kubota Util Vehicle SN-18710	Sep 1, 2011
001097	Kubota Util Vehicle SN-19064	Sep 1, 2011
001102	Trailer, 5x10 Side Trailer	Sep 1, 2011
001128	Trailer, 2012 Open 7 x 20	Oct 1, 2011
001130	Truck, 2011 XL Cargo Van	Oct 1, 2011
001163	Truck, 2012 F150 PU	Jan 1, 2012
001164	Truck, 2012 Isuzu Crew Cab	Jan 1, 2012
001167	Spreader, PS 200 Prize	Jan 1, 2012
001176	Truck, 2008 Ford F 550 (CS)	Jan 31, 2012
001188	Truck, 2006 Ford Escape (C)	Jan 1, 2012
001213	Truck, 2003 Isuzu (C)	Jan 31, 2012
001226	Truck, 2007 Ford F250 (C)	Jan 31, 2012
001235	Truck, 2008 Ford Ranger (C)	Jan 31, 2012
001241	Truck, 2011 Ford Ranger (C)	Jan 31, 2012
001303	Trailer, Bobcat	Jan 31, 2012
001321	Mower, Exmark 60", (C)	Jan 31, 2012
001326	Mower, Exmark 56", (C)	Jan 31, 2012
001429	Trailer, 14' Utility (C) 2007	Jan 31, 2012
001446	Mower, Gravely Pro Turn 60"	Feb 29, 2012
001490	Truck, Ford XL Cargo Van 2012	Feb 29, 2012
001518	Truck, Ford XL Cargo Van 2012	May 1, 2012
001519	Truck, Ford XL Cargo Van 2012	May 1, 2012
001599	Truck, Ford 2012 Translt #1252	Sep 1, 2012
001600	Truck, Ford F250 Crew #1251	Sep 1, 2012
001601	Truck, Ford F250 Crew #1250	Sep 1, 2012
001602	Truck, Ford F450 4dr #1253	Sep 1, 2012
001603	Truck, Ford F150 Super #1249	Sep 1, 2012
001608	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001609	Trailer, 2013 7 x 8 Tandem	Sep 1, 2012
001610	Trailer, 2013 Tandem Axle	Sep 1, 2012
001630	Mower, Gravely Pro Turn	Oct 1, 2012
001631	Mower, Gravely Pro Turn	Oct 1, 2012
001633	Mower, Gravely Pro Turn	Oct 1, 2012

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
001661	Mower, Gravely Hydro 48	Jan 1, 2013
001662	Mower, Gravely Hydro 48	Jan 1, 2013
001690	Kubota, RTV 900 XTWH	Mar 1, 2013
001691	Kubota, RTV 900 XTWH	Mar 1, 2013
001692	Kubota, RTV 900 XTWH	Mar 1, 2013
001693	Kubota, RTV 900 XTWH	Mar 1, 2013
001694	Kubota, RTV 1140 CPX-H	Mar 1, 2013
001695	Kubota, RTV 1140 CPX-H	Mar 1, 2013
200109	Trailer, 2003 American 7 x 16	Apr 1, 2010
200115	Trailer, 2002	Apr 1, 2010
200124	Trailer, 2006 Superior Flatbed	Apr 1, 2010
200125	Trailer, 2006	Apr 1, 2010
200999	Mower, Gravely Pro Turn	Mar 1, 2013
201000	Mower, Gravely Pro Turn	Mar 1, 2013
201001	Mower, Gravely Pro Turn	Mar 1, 2013
201002	Mower, Gravely Pro Stance	Mar 1, 2013
201064	Trailer, 2013 All Pro, 82 x 20	Apr 1, 2013
201079	Skid, 100 gal w Pump & Reel	May 1, 2013
201092	Buffalo Turbine Cyclone KB4	May 1, 2013
201093	Buffalo Turbine Cyclone KB4	May 1, 2013
201113	Truck, 2013 Isuzu NPR HD #1256	Jun 1, 2013
201155	Truck, 2013 Ford F250 #1263	Jul 1, 2013
204725	Mower, Prowalk 52	Nov 1, 2013
204726	Mower, Prowalk 52	Nov 1, 2013
204728	Mower, Prowalk 52	Nov 1, 2013
204835	Mower, Gravely Pro Turn 260	Mar 1, 2014
204875	Scag Truck Loader	Mar 1, 2014
204877	Cyclone Squared Twin Turbine	Mar 1, 2014
205081	Mower, Exmark LZS	Apr 1, 2014
205082	Mower, Exmark LZS	Apr 1, 2014
205095	Truck, 2013 Ford F150	Apr 1, 2014
205099	100 Gal Skid w Diaphragm Pump	Apr 1, 2014
205102	Trailer, 2014 Big Tex Equipmen	Apr 1, 2014
205104	Kubota, RTV900XTWH	Apr 1, 2014
205105	Kubota, RTV900XTWH	Apr 1, 2014
205106	Kubota, RTV900XTWH	Apr 1, 2014
205108	Truck, 2011 Ford F350 Pick Up	Apr 1, 2014
205127	Trailer, Big Tex Deck 77 x 10	May 1, 2014
205198	Truck, 2013 Translt Connect	May 1, 2014
205275	Truck, 2015 Ford F250 #1297	Jun 1, 2014
205297	Truck, 2015 Ford F350	Jul 1, 2014

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
205451	Mower, Kawasaki 29 HP	Oct 1, 2014
205557	Trailer, 2015 Big Tex 77x16	Mar 1, 2015
205563	Mower, Exmark Lazer S 60"	Mar 1, 2015
205564	Mower, Exmark Lazer S 60"	Mar 1, 2015
205571	Truck, 2015 Ford F250	Mar 1, 2015
205588	Mower, Exmark Standon Aerator	Mar 1, 2015
205589	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205590	Mower, Exmark Kaw Ultra Cut	Mar 1, 2015
205591	Mower, Exmark Turf Tracer 52"	Mar 1, 2015
205782	Trailer, 2014 7 x 20 Pipe Utili	Apr 1, 2015
205794	Mower, Turf Tracker 52"	Apr 1, 2015
205795	Mower, Lazer Z 72"	Apr 1, 2015
205848	Mower, Lazer S 60"	Apr 1, 2015
205856	Mower, Jacobson F-10 (OB)	May 1, 2015
205857	Mower, Toro 7 Reel (OB)	May 1, 2015
205858	Mower, Toro 3 Reel (OB)	May 1, 2015
205859	Mower, Toro 3 Reel (OB)	May 1, 2015
205860	Sm Equipment, Fertilizer (OB)	May 1, 2015
205861	Toro Cart w/ Sprayer (OB)	May 1, 2015
205862	Sm Equipment, Aerator (OB)	May 1, 2015
205863	Verticutter (OB)	May 1, 2015
205864	Tractor, Ford (OB)	May 1, 2015
205865	Mower, John Deere 3225c (OB)	May 1, 2015
205866	Mower, Toro Z Turn (OB)	May 1, 2015
205914	Mower, Turfco 2000	May 1, 2015
205918	Buffalo Turbine	May 1, 2015
205938	Mower, Lazer S 72"	May 1, 2015
205939	Mower, Lazer S 72"	May 1, 2015
205940	Mower, Lazer S 72"	May 1, 2015
205941	Mower, Turf Tracker 52"	May 1, 2015
206117	Mower, Lazer Z 60"	Aug 1, 2015
206118	Mower, Lazer Z 60"	Aug 1, 2015
206204	Mower, Lazer S 60"	Sep 1, 2015
206205	Mower, TTS 48"	Sep 1, 2015
206213	Trailer, 2015 7x18	Sep 1, 2015
206319	Sm Equipment, 2 cycle	Nov 1, 2015
206324	Sm Equipment, 2 cycle	Nov 1, 2015
206325	Sm Equipment, 2 cycle	Nov 1, 2015
206326	Sm Equipment, 2 cycle	Nov 1, 2015
206327	Sm Equipment, 2 cycle	Nov 1, 2015
206330	Shop Tools	Nov 1, 2015

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
206336	Sm Equipment, 2 cycle	Dec 1, 2015
206379	Sm Equipment, 2 cycle	Mar 1, 2016
206380	Sm Equipment, Bearcat 4" Chipp	Mar 1, 2016
206388	Sm Equipment, 2 cycle	Mar 1, 2016
206390	Buffalo Turbine	Mar 1, 2016
206419	Mower, Lazer S 60"	Mar 1, 2016
206420	Mower, Lazer S 60"	Mar 1, 2016
206421	Mower, Lazer S 60"	Mar 1, 2016
206422	Mower, Lazer S 60"	Mar 1, 2016
206423	Mower, Lazer S 60"	Mar 1, 2016
206424	Mower, Ultra Cut 48"	Mar 1, 2016
206425	Mower, Ultra Cut 48"	Mar 1, 2016
206429	Kubota RTV-X900WH	Mar 1, 2016
206430	100 Gal Skid Diaphragm	Mar 1, 2016
206434	Sm Equipment, 2 cycle	Mar 1, 2016
206435	Mower, Lazer S 72"	Mar 1, 2016
206436	Mower, Turf Tracker 52"	Mar 1, 2016
206437	Mower, Turf Tracker 52"	Mar 1, 2016
206438	Mower, Lazer S 60"	Mar 1, 2016
206516	Sm Equipment, 2 cycle	Apr 1, 2016
206519	Trailer, 2016 Blg Tex Deck	Apr 1, 2016
206520	Trailer, 2016 Blg Tex Tandem	Apr 1, 2016
206521	Trailer, 2016 Blg Tex Tandem	Apr 1, 2016
206597	Truck, 2016 Chevy Silverado	Apr 1, 2016
206598	Truck, 2016 Chevy Silverado	Apr 1, 2016
206604	Sm Equipment, 2 cycle	Apr 1, 2016
206629	Mower, Exmark Lazer S 60"	May 1, 2016
206630	Mower, Exmark Lazer S 60"	May 1, 2016
206631	Mower, Exmark Walk Behind 48"	May 1, 2016
206632	Mower, Exmark Walk Behind 48"	May 1, 2016
206665	Truck, 2016 Ford F350 #1431	Jun 1, 2016
206685	Sm Equipment, 2 cycle	Jun 1, 2016
206762	Sm Equipment, 2 cycle	Aug 1, 2016
206766	Sm Equipment, 2 cycle	Aug 1, 2016
206767	Sm Equipment, 2 cycle	Aug 1, 2016
206777	EZ Trench Groundsaw	Sep 1, 2016
206882	Sm Equipment, 2 cycle	Nov 1, 2016
206883	Sm Equipment, 2 Yr	Nov 1, 2016
206901	Sm Equipment, 2 cycle	Dec 1, 2016
207325	Truck, 2017 Chevy Silverado	Apr 1, 2017
207325	CapEx Repair	Jun 1, 2017

Listing of Major Equipment



YELLOWSTONE
LANDSCAPE

Asset Number	Short Description	Acquisition Date
207350	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207385	Truck, 2017 Chevy Silverado	Apr 1, 2017
207410	Mower, Exmark Laser Z 60"	Apr 1, 2017
207411	Mower, Exmark Laser Z 60"	Apr 1, 2017
207412	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207413	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207414	Mower, Exmark Turf Tracer 52"	Apr 1, 2017
207415	Mower, Exmark Laser Z 60"	Apr 1, 2017
207416	Mower, Exmark Laser Z 72"	Apr 1, 2017
207453	Truck, 2017 Chevy Silverado	May 1, 2017
207454	Spreader, Charlot	May 1, 2017
207486	Small Equipment, 2 Cycle	Jun 1, 2017
207487	Small Equipment, 2 Cycle	Jun 1, 2017
207496	Small Equipment, 2 cycle	Jun 1, 2017
207498	Mower, Reelmaster 5010-H	Jun 1, 2017
207526	Small Equipment, 2 Cycle	Jun 1, 2017
207552	Small Equipment, 2 Cycle	Jun 1, 2017
207553	Truck Decal	Jun 1, 2017
207553	Truck, 2017 Isuzu NPR-HD	Jun 1, 2017
207615	2017 Traller, Blg Tex 7x20	Aug 1, 2017
207646	Small Equipment, 2 Cycle	Sep 1, 2017
207701	Small Equipment, 2 Cycle	Nov 1, 2017
207702	Small Equipment, 2 Cycle	Nov 1, 2017
207882	Mower, Lazer 60"	Mar 1, 2018
207883	Mower, Lazer 60"	Mar 1, 2018
207884	Mower, Lazer 60"	Mar 1, 2018
207885	Mower, Lazer 72"	Mar 1, 2018
207886	Mower, Lazer 72"	Mar 1, 2018
207913	Vehicle, 2018 Chevy Malibu	Mar 1, 2018
207965	CAT 72" Grapple Rake	Apr 1, 2018

Principal Officers



YELLOWSTONE
LANDSCAPE

Our Leadership Team is committed to making Yellowstone Landscape the South's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established nearly a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we are proud to serve more than 2000 clients, across six Southern states, from more than 20 local branch facilities. This makes us one of the largest commercial landscaping companies in the United States.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose financial statements, however, we can confirm that our firm's annual revenue exceeded \$174,000,000 in 2017. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. As a part of the investment portfolio of CIVC Partners, a private equity firm based in Chicago, Illinois, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Litigation Statement



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	Current	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non-Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

*Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Elinn Peacock PHONE (A/C, No, Ext): (386) 944-5804 FAX (A/C, No): (386) 333-6113 E-MAIL ADDRESS: epeacock@bbdaytona.com	
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110		INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: Great American Insurance Company INSURER D: The Charter Oak Fire Insurance Company INSURER E: American Guarantee and Liability Insurance Company INSURER F:	
		NAIC # 12537 25674 16691 25615 26247	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PESTICIDE & HERBICIDE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ATNATL1914413	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB2N1103271951D	04/30/2019	04/30/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG 10,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

CANCELLATION

YELLOWSTONE LANDSCAPE INC 3235 N STATE ST PO BOX 849 BUNNELL FL 32110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes**COMPLETE LISTING OF NAMED INSURED:**

-YELLOWSTONE HOLDINGS, LLC
-YELLOWSTONE INTERMEDIATE HOLDINGS, INC
-YLG HOLDINGS, INC
-YELLOWSTONE LANDSCAPE, INC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN OUTDOOR
-ALSW, LLC
-YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
-TEXAS SERVICES, LLC
-BLSW, LLC
-YLCSW, LLC
- LEADERSCAPE PALM BEACH LLC

LEASED/RENTED EQUIPMENT

POLICY NUMBER: MKLM31M0051215
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: MARKEL AMERICAN INSURANCE COMPANY
EACH ITEM: \$250,000

POLLUTION LIABILITY

POLICY NUMBER: G71517585001
EFFECTIVE DATES: 4/30/2019-4/30/2020
CARRIER: ILLINOIS UNION INSURANCE COMPANY
EACH OCCURRENCE: \$1,000,000

POLICY FORMS:**GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC & TX)**

- 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - ONGOING OPS)
- 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
- 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
- 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS - EMPLOYED BY OTHER)
- 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 6) VEN05100 0115 - PRIMARY NON-CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
- 6) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

AUTO LIABILITY

- 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
- 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US - (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE: FL, GA, NC, SC, AZ, TX, & NV)

- 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
- 2) WC9906R3 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

UMBRELLA LIABILITY

- 1) GAI6002 0697 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER OF SUBROGATION, COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY)

Professional References for Previous Experience

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Mike Demchak
City, State: Ormond Beach, Florida
Telephone Number: 386.299.2452
Email Address: michael.demchak@ormondbeach.org
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$1,500,000
Start/End Date of Contract: 2012 - present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, Florida
Telephone Number: 386.424.2202
Email Address: fmiller@cityofnsb.com
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: \$.500,000
Start/End Date of Contract: 2015 - present
3. Company Name: The City of Daytona Beach
Contact Person: David Waller
City, State: Daytona Beach, FL
Telephone Number: 386.671.8681
Email Address: Waller.David@CODB.US
Description of goods or
Services provided: Landscape Maintenance Services
Contract Amount: >\$400,000
Start/End Date of Contract: 2018 - present

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	SEE PREVIOUS				
2					
3					

This document must be completed and returned with your Submittal.



Local Business Affidavit of Eligibility

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): 19-24

BUSINESS NAME: Yellowstone Landscape

CONTACT PERSON/TITLE: Barry Critcher

MAILING ADDRESS: 1077 Derbyshire Rd.

CITY-STATE-ZIP: Daytona Beach, FL 32117

Length of Time at Address Provided: just relocated from 500 Fentress Ave., Daytona Beach (3+ years)

Physical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 20-2993503

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386.248.3298 FAX: 386.437.5143

EMAIL: bcritcher@yellowstonelandscape.com

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

****Please attach a valid business tax receipt, or other such documentation****

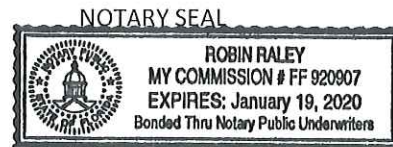
BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Barry Critcher who, after being sworn according to law, stated that he or she was authorized to represent Yellowstone Landscape to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Robin Raley
SIGNATURE OF NOTARY PUBLIC
THIS 17th DAY OF September, 2019

My Commission Expires: 9.17.19
[Signature]
SIGNATURE OF AFFIANT DATE

Barry Critcher/Business Development Manager
PRINTED NAME OF AFFIANT / TITLE
Yellowstone Landscape
COMPANY



This document must be completed and returned with your Submittal



Attachment 1 - Bid Proposal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB #19-24

LANDSCAPING SERVICES for PUBLIC UTILITIES FACILITIES & LIFT STATIONS

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	bcritcher@yellowstonelandscape.com
AUTHORIZED NAME:	Barry Critcher
AUTHORIZED SIGNATURE:	<i>Barry Critcher</i>

	Name	ACRES	COST PER VISIT	MAINTENANCE VISITS PER YEAR	TOTAL ANNUAL COST
	Class "C" Maintenance (Pumping Stations)				
1	Cypress Head (Cypress Head Pump Station)	0.50-2.0	\$ 80.00	33	\$ 2,640.00
2	Major Street (Peninsula Pump Station)	0.50-2.0	\$ 80.00	33	\$ 2,640.00
3	Ridge Road (Oceans Pump Station)	0.50-2.0	\$ 80.00	33	\$ 2,640.00
4	Williamson Reclaimed Tank	0.50-2.0	\$ 120.00	33	\$ 3,960.00
5	Garnsey Water Plant	0.50-2.0	\$ 800.00	33	\$ 26,400.00
6	Reclaimed Water Plant & Lab	0.50-2.0	\$ 800.00	33	\$ 26,400.00
7	Richel Street Stormwater Station (Augmentation Station)	0.25	\$ 80.00	33	\$ 2,640.00
			Class "C" Maintenance Subtotal:		\$ 67,320.00
	Class "D" Maintenance (Lift Stations)				
1	Brandy Hills	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
2	City Hall	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
3	Ravenwood	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
4	Atlantic High School	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
5	Herbert & Nova	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
6	Samm Ave	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
7	Los Olas	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
8	Laurelwood	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
9	Golden Pond	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
10	Beacon Woods	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
11	Glenwood Village	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
12	Carwash	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
13	Cambridge Estates	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
14	Lowes	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
15	Halifax Estates	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
16	Riverwood	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
17	Falconcrest	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
18	Hawks Ridge	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
19	Sky Lake	0.02 (30'x30')	\$ 15.00	24	\$ 360.00

20	Water's Edge	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
21	Baywood	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
22	Seagull Landing	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
23	Deep Forest	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
24	Foxboro	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
25	Riverside Drive	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
26	Summertree	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
27	Cypress Head	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
28	Sable Creek	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
29	Surfside Terrace	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
30	Cardinal Blvd	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
31	Venetian Way	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
32	Ponce Inlet Master	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
33	Oceans Ave	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
34	Intracoastal Villas	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
35	Charles Street	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
36	Nixon	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
37	Sugar Forest	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
38	Southwind	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
39	Commonwealth	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
40	Lamplighter	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
41	Townhomes West	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
42	Willow Run #1	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
43	Willow Run #2	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
44	Oakland Park	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
45	The Woods	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
46	Cambridge	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
47	Bayshore #1	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
48	Bayshore #2	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
49	Lancewood	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
50	Christiancy	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
51	Anglers	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
52	Spruce Creek High School	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
53	Countryside	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
54	Vineyards	0.02 (30'x30')	\$ 15.00	24	\$ 360.00
			Class "D" Maintenance Subtotal:		\$ 19,440.00
	Class "E" Maintenance				
1	North Brighton Ave Property	0.10-.75	\$ 25.00	12	\$ 300.00
2	Buschman Park Lift Station	0.10-.75	\$ 50.00	12	\$ 600.00
3	Enviro Control Site	0.10-.75	NA	12	NA
			Class "E" Maintenance Subtotal:		\$ 900.00
			TOTAL PRICE (Class C, D, & E):		\$ 87,660.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

Copy of License



386.248.3298 tel
386.437.5143 fax

500 Fentress Boulevard
Daytona Beach, FL 32114

www.yellowstonelandscape.com



THE CITY OF DAYTONA BEACH
BUSINESS TAX LICENSE # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
LOCATION: 500 FENTRESS BLVD
BUSINESS TYPE: LANDSCAPE/GARDENER

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2019	VALID TO
08/23/2018	DATE PAID
25.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
1210	LANDSCAPE GARDNER

MAIL TO:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC,
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager, President, CEO

PORTLAND, TIMOTHY
P.O. BOX 849
BUNNELL, FL 32110

Title MANAGER, TREASURER, SECRETARY

ADORNETTI, CHRIS
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

MARTIN, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title VICE PRESIDENT

WESTER, BRIAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2018	01/03/2018
2018	05/03/2018
2019	01/30/2019

Document Images

01/30/2019 -- ANNUAL REPORT	View image in PDF format
09/19/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
07/20/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format

05/03/2005 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Florida Limited Liability	View image in PDF format



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: Yes

SUBJECT: (C8c) Approval of Task Authorization No. 26 to Mead & Hunt, Inc. for the design of Ridgewood Water Main Replacement from Farmbrook Road to Niver Street

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Task Authorization No 26 under the Master Contract for Engineering Services with Mead & Hunt, Inc. for the engineering and design service as it relates to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street in the amount not to exceed \$76,910.00.

SUMMARY: The existing water pipeline on the west side of Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of its service life cycle. Flow rates have been reduced due to internal pipe tuberculation.

This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution main on the west side of Ridgewood with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers water meter.

Project No.: URP001 Funding Account No.: 401 0300 536 6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 26	Task Authorization No 26.pdf
2.	Justification Memo Revised TA26	Justification Memo Revised TA26.pdf

Julia Wiggins
Kynah Cockcroft
Richard Colby
Junos Reed
Steve Parnell
Lynn Stevens

Created/Initiated - 9/23/2019
Approved - 9/23/2019
Approved - 9/23/2019
Approved - 9/23/2019
Approved - 9/23/2019
Approved - 9/23/2019

James Tillman	Approved - 9/23/2019
Scott Neils	Approved - 9/24/2019
Margaret Roberts	Approved - 10/9/2019
Jake Johansson	Approved - 10/9/2019
Robin Fenwick	Final Approval - 10/9/2019

TASK AUTHORIZATION NO. 26
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this **Task Authorization No 26**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Engineering and design for the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street**; as more particularly described in the Scope of Services attached hereto and incorporated as **Task Authorization No 26 Exhibit "A."**
4. Engineer shall complete the task within six (6) months from the issuance of a written Notice to Proceed with an additional thirty (30) days to finalize any outstanding items.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Task Authorization No 26 Exhibit "A"** attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Seventy-six Thousand Nine Hundred Ten Dollars and no cents (\$76,910.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

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

Printed Name: _____ By: _____
Brad T. Blais, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

TASK AUTHORIZATION NO 26

EXHIBIT "A"

MEAD AND HUNT, INC.

**RIDGEWOOD AVENUE WATER MAIN IMPROVEMENTS
FARMBROOK ROAD TO NIVER STREET**

**RIDGEWOOD AVENUE WATER MAIN IMPROVEMENTS
FARMBROOK ROAD TO NIVER STREET
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE**

GENERAL

This Scope of Services is in conformance with the Professional Continuous Utility Engineering Consulting Services Contract RFQ #14-23 between the City of Port Orange (CITY) and Mead & Hunt (M&H) dated March 17, 2015.

BACKGROUND

The CITY Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants on Ridgewood Avenue between Farmbrook Road and Niver Street. The work will consist of the following:

- Survey of the area for the water main replacement – approximately 2,800 lineal feet (LF).
- Replacement of approximately 2,800 lineal feet of 2" galvanized pipe or cast-iron pipe and all associated fittings, valves, and fire hydrants with 6" polyvinyl chloride piping (PVC), high-density polyethylene (HDPE), and/or ductile iron pipe (DIP) within the project area.
- New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

SCOPE OF WORK

Phase 1 – Field Investigation, Survey and Subsurface Utility Engineering:

- A. Survey – M&H will utilize a surveying and mapping company to provide right-of-way and topography, and underground utility location information for the survey product for the project.
- B. Subsurface Utility Engineering (SUE) – M&H will provide up to four (4) days of SUE crew and equipment effort to provide the following Level "A" Utility Locating services:
 - 1) Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.
 - 2) Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
 - 3) Utilize air and vacuum or other non-destructive excavation (up to 6 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
 - 4) Attempt to verify size and type of exposed utility, record information.

- 5) Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
- 6) Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant.
- 7) Fill and compact the excavations utilizing the removed material.
- 8) Repair damaged sod, minor concrete pavement, gravel, etc.
- 9) Provide required Maintenance of Traffic (MOT) equipment and setup.

Phase 2 – Design & Permitting

A. Design:

- 1) Collect and review available data from the CITY, FDOT, and franchise utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.
- 2) Prepare 60% documents for review by the CITY.
- 3) Prepare 90% and 100% design documents for review by the CITY.

B. Permitting

- 1) Submit signed and sealed permit applications and construction documents to FDOT and Volusia County Health Department.
- 2) Respond to all Requests for Additional Information (RAI) as required.
- 3) All permit application fees to be paid by M&H.

Phase 3 – Bidding Assistance

A. M&H will provide the following bidding assistance to the City:

- 1) Prepare CITY standard bidding documents incorporating the construction documents prepared during design.
- 2) Address bidders' questions, attend pre-bid meeting, prepare and draft addenda.
- 3) Attend bid opening, evaluate bids, investigate low bidders' qualifications, and prepare award recommendation letter.

Deliverables

M&H will provide the following deliverables:

- Sketches reflecting all collected utility SUE information in hard copy and electronic format.
- Agendas and minutes for all meetings. (Assumed four (4) meetings; kickoff, 60%, 90%).
- Plans and specifications, including bid forms, at the 60% and 90% milestone.
- Signed and sealed Final Design Documents.
- Electronic copies of all deliverables in PDF format. Hard copies upon City request. Printing costs to be reimbursed.

Exclusions

- All work not specifically described above.
- Construction phase services are not included in this proposal.

Schedule

M&H estimates the work to be completed according to the following:

Survey	40 days from NTP
60% Plans	100 days from NTP
90% Plans	30 days from receipt of comments from City on 60% Plans
Final Bid Documents	15 days from receipt of comments from City on 90% Plans or receipt of permits, whichever is later

Total estimated duration is 180 days including time for review and response to RAIs.

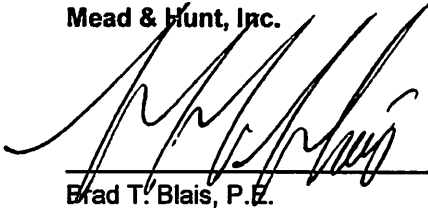
Compensation

M&H proposes to complete the above stated work for the not-to-exceed amount of **Seventy-Six Thousand Nine Hundred Ten and no/100 Dollars (\$76,910)** based on the following:

Phase 1	Field Investigation & SUE	\$6,255	Lump Sum
Phase 2	Design and Permitting	\$42,759	Lump Sum
Phase 3	Bidding Assistance	<u>\$5,946</u>	Lump Sum
	Lump Sum Total	\$54,960	
Phase 4	Subconsultant/Reimbursables	<u>\$21,950</u>	Actual Cost
	GRAND TOTAL	\$76,910	

Lynn Stevens
July 2, 2019
Page 5

Mead & Hunt, Inc.



Brad T. Blais, P.E.
Vice President/Market Leader

July 2, 2019
Date

City of Port Orange, Florida

Date

**“PURSUANT TO FLORIDA STATUTE SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT
INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.”**

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



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: Junos Reed, Public Works & Utilities Engineering & Construction Manager

DATE: September 19, 2019

SUBJECT: Mead & Hunt, Inc. – Task Authorization No 26
Ridgewood Avenue Water Main Improvements Farmbrook Rd to Niver St.

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve Task Authorization No 26 under the Master Contract for Engineering Services with Mead & Hunt, Inc. for the engineering and design service as it relates to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street in the amount not to exceed \$76,910.00.

PURPOSE:

This water system improvements project is part of Public Utilities continued effort to upgrade the water distribution system in areas that have ageing and undersized systems and to extend the full life of our existing capital investments.

CONSIDERATION:

The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of its service life cycle. The water mains along Ridgewood Avenue are undersized and flow rate capacities have been reduced due to internal pipe tuberculation.

The proposed water mains will be upsized, and hydrants will be added to provide adequate fire flow to meet the latest fire protection standards. Additionally, the water system valve logic will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities.

An upgraded water distribution system along this section of Ridgewood may also help with redevelopment of this area. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2" galvanized pipe water distribution mains with 6" PVC mains, adding fire hydrants, and replacing all existing water services from the water main to the customers water meter.

Funding for construction has been allocated under the FY2020 Capital Improvement project under URP001, 403 0800 533 6397 (\$300,000), 405 0200 535 6397 (\$250,000), and 405 0800 533 6397 (\$250,000).

FUNDING:

Replacement, Water System

Project #: URP001

Account #: 401-0300-536-63-97 (Engineering Services Only)

Budget: \$245,977.50

Actual: \$76,910.00

RECOMMENDATION:

The Public Utilities Department recommends City Council to approve Task Authorization No 26 under the Master Contract for Engineering Services with Mead & Hunt, Inc. for the engineering and design service as it relates to the Ridgewood Avenue Water Main Improvements from Farmbrook Road to Niver Street in the amount not to exceed \$76,910.00.

ANTICIPATED SCHEDULE:

Design, permitting, and bidding are expected to be completed within 6-months from the notice to proceed.

1. Set for Council Approval – October 15, 2019
2. Executed Task Document – October 22, 2019

ATTACHMENTS:

1. Mead & Hunt Scope of Services and Fee Estimate for Ridgewood Avenue Water Main Improvements Farmbrook Road to Niver Street.
2. Task Authorization No 26 draft documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (C9) Resolution No. 19-51 - Revised Fee Matrix Authority

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-51 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On September 5, 2019 council heard a presentation about adjusting the fee matrix to a maximum waiver of 75% from 85% to be in line with other Parks & Recreation program waivers. The resolution will also give authority to the department head to approve fee matrix results up to \$3,500, give the City Manager approval authority from \$3,501- \$25,000 and anything \$25,001 and up would require City council approval. Staff could also request council approval for events out of the ordinary.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Resolution No. 19-51 - Fee Reduction Matrix	Resolution No. 19-51 - Fee Reduction Matrix.pdf
2.	19proposed Fee Waiver Matrix V2	19proposed Fee Waiver Matrix V2.xlsx

Susan Lovallo
Susan Lovallo
Scott Neils
Margaret Roberts
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 9/6/2019
Approved - 9/6/2019
Approved - 9/11/2019
Approved - 10/2/2019
Approved - 10/2/2019
Approved - 10/2/2019
Final Approval - 10/2/2019

RESOLUTION NO. 19-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ESTABLISHING THE PARKS AND RECREATION
DEPARTMENT SPECIAL EVENT FEE REDUCTION
MATRIX POLICY; PROVIDING FOR REPEAL OF
CONFLICTING RESOLUTIONS; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to fairly and uniformly apply the fees for use of City property for special events; and

WHEREAS, in certain circumstances, special events add value to the community at-large, and warrant a reduction in fees; and

WHEREAS, the Parks and Recreation Department has developed a special event fee reduction matrix capable of being fairly and uniformly applied upon request; and

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

Section 1. The Port Orange Parks and Recreation Special Event and Associated Fee Reduction Matrix Policy attached hereto as Exhibit "A" to this Resolution is hereby adopted.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. 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: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT "A"

Port Orange Parks and Recreation Special Event and Associated Fee Reduction Matrix Policy

APPLICABILITY

The Port Orange Parks and Recreation Special Event and Associated Fee Reduction Matrix (the "Matrix") is applicable to fees related to special events held on public property upon request by the event planner.

The Matrix is applied to the special event fee, rental fee, and other fees listed in the Parks and Recreation fee resolution related to special events held on City property.

AUTHORITY

The Parks and Recreation Director or Designee shall determine whether a special event qualifies for a fee reduction based on the parameters set forth herein and may approve fee reductions (using the Matrix) of up to \$3,500. Fee reductions (using the Matrix) in excess of \$3,500, but not to exceed \$25,000 shall require approval by the City Manager. Fee reductions in excess of \$25,000 shall require City Council approval.

ELIGIBILITY FACTORS

The following factors will be considered to determine the amount of fee reduction:

- Proceeds from the event benefit a non-profit organization, government entity or public educational institution
- An event that is open to the public without requiring any membership or affiliation with the sponsoring group (whether religious, social or otherwise)
- The event offers free admission to all attendees
- The event is aimed at promoting and facilitating physical, social or cultural activities for the community
- The event sponsor is a local business, person or entity

MATRIX

The Parks and Recreation Director shall establish and utilize a Matrix spreadsheet capable of being applied fairly and uniformly to each request for a fee reduction based on the eligibility factors. The maximum fee reduction available using the Matrix shall be 75% of the fees eligible to be reduced.

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 10/15/2019

Consent item: Yes

SUBJECT: (C10) Resolution No. 19-60 - Volusia County ECHO Grant Application-Recreational, Educational, and Cultural (REC) Center Phase II

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

Move to approve Resolution No. 19-60, Recreational, Educational, and Cultural (REC) Center Phase II grant application for Volusia County ECHO; to authorize the City Manager to execute the application; to authorize the Mayor and City Clerk to execute the ECHO Grant Agreement and other required documents consistent with this agenda item.

SUMMARY: The Grants Manager requests permission to apply for a Volusia County ECHO grant for Phase II of the Recreational, Educational, and Cultural (REC) Center. The significant public interest in programs, classes, after school programs, cultural offerings, and community meeting space demonstrates the need for creating a Recreational, Educational, and Cultural (REC) Center. Phase I included ADA access to the second floor for a dance/exercise room, first floor renovated restrooms, and a youth activity room and meeting space. Phase II of this project is anticipated to create an area with a significant focus on art related offerings. The City will be requesting \$400,000 from Volusia County ECHO. The City's required \$400,000 match is approved in the FY 20-25 Capital Improvement Program.

Project No.: QPC082 Funding Account No.: 611-5100-572-63-97

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso No 19-60 ECHO Grant	Reso No 19-60 ECHO Grant.pdf
2.	2019-2020 ECHO-Grants-in-Aid-Application	2019-2020 ECHO-Grants-in-Aid-Application.docx
3.	ECHO-Grants-in-Aid-Application-Guide	ECHO-Grants-in-Aid-Application-Guide.pdf

Amanda Lasecki	Created/Initiated - 9/20/2019
Susan Lovallo	Approved - 9/23/2019
Scott Neils	Approved - 9/24/2019
Margaret Roberts	Approved - 10/8/2019
Jake Johansson	Approved - 10/8/2019
Robin Fenwick	Final Approval - 10/8/2019

RESOLUTION NO. 19-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR PHASE II OF THE RECREATIONAL, EDUCATIONAL AND CULTURAL (REC) CENTER TO CREATE AN AREA WITH SIGNIFICANT FOCUS ON ART RELATED OFFERINGS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia County; and

WHEREAS, the City Council of the City of Port Orange is proposing phase II of the recreational, educational and cultural (REC) center to create an area with significant focus on art related offerings; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia, Volusia ECHO Grant Program. The grant application is for phase II of the recreational, educational and cultural (REC) center for creating an area with significant focus on art related offerings. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. The City is committed to a \$400,000.00 cash match contribution.

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

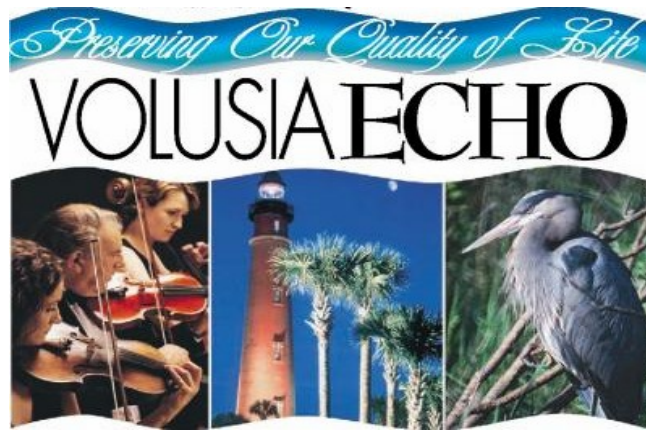
MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



**2019/2020 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION**

TIPS & FORMAT

- ❖ Read the instructions thoroughly in the ECHO Application Guide for specific information on what is required in each section of this application. The ECHO Application Guide may be downloaded from the ECHO web page at <http://www.volusia.org/services/community-services/echo>.
- ❖ The ECHO staff may be contacted at 386-736-5955 for questions or requests.
- ❖ Answer everything in a clear and concise manner keeping in mind that the staff and the Grant Panel will not be familiar with the site or the project.
- ❖ Answer questions on the grant form inserting lines as needed.
- ❖ Insert attachments only when requested.
- ❖ Narrative answers must be in a type size of 12 point.
- ❖ Applicants must maintain the format and sequential order of SECTIONS and subject titles as presented in this application.
- ❖ Number the pages consecutively throughout the application regardless of the section.
- ❖ Respond to every question on the application. Do not write N/A; explain why the question does not apply.
- ❖ Do not include letters of support or a cover letter in your application.
- ❖ Contact the staff at 386-736-5955 if you need help with any of the questions.

SECTION 1 GRANT APPLICATION

GRANT APPLICATION FORM

1.) Applicant: (Legal name of organization as incorporated in the State of Florida)

Click or tap here to enter text.

Address: (mailing) Click or tap here to enter text.

City: Click or tap here to enter text. **State:** Click or re to enter text. **Zip Code:** Click or tap here to enter text.

Address: (Applicant's physical address) Click or tap here to enter text.

City: Click or tap here to enter text. **State:** Click or tap here to enter text. **Zip Code:** Click or tap here to enter text.

Federal ID #: Click or tap here to enter text.

Florida Not-For-Profit Corporation Charter # (IF applicable) Click or tap here to enter text.

Florida Dept. of Agriculture & Consumer Services Registration # (IF applicable) Click or tap here to enter text.

2.) Resident County Council District of Project: Click or tap here to enter text.

3.) Contact Person:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone #: Click or tap here to enter text.

E-Mail: Click or tap here to enter text.

4.) Project Title: Click or tap here to enter text.

5.) Project Location Address: Click or tap here to enter text.

City: Click or tap here to enter text. **State:** Click or tap here to enter text. **Zip Code:** Click or tap here to enter text.

6.) Type of Project: (Check one – See ECHO project categories)

☐Renovation ☐Restoration ☐New Construction ☐Acquisition

7.) ECHO Category: (Check all that apply – See ECHO categories)

☐Environmental ☐Cultural ☐Historical ☐Outdoor Recreation

8.) The project site or facility is: (Check one)

2019/2020 ECHO Grants-in-Aid Standard & Exceptional Grant Application

☐ Owned by Applicant ☐ Leased by the Applicant – length of lease

☐ Applicant has Land/Project Management Agreement – length of Agreement

Lease or Land/Project Management Agreement dates: Click or tap here to enter text.
to Click or tap here to enter text.

IMPORTANT NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

9.) Is the project site/facility mortgaged or will it be? ☐ Yes ☐ No

Current Mortgage: \$Click or tap here to enter text. **Mortgage at Closing:** \$Click or tap here to enter text.

Mortgage length: Click or tap here to enter text. years **Term ending date:** Click or tap here to enter text.

Name and Address of Lien Holder: Click or tap here to enter text.

Is the facility in a Community Redevelopment District (CRA)? ☐ Yes ☐ No

10.) Type of Organization: (must be “A” or “B” to be eligible)

A.) ☐ Municipal government or a budgeted organization of Volusia County government.

B.) ☐ Not-For-Profit Corporation classified as a 501(c)(3)

11.) Project Funding (Grant Amount Request and Match):

A.) Standard Grant Request (Up to \$400,000.00):

i. Volusia ECHO Program Request \$ Click or tap here to enter text.

ii. Confirmed Match Funds \$ Click or tap here to enter text.

iii. Total Project Cost \$ Click or tap here to enter text.

12.) **Mandatory Workshop was attended by:** Click or tap here to enter text. **Date:** Click or tap here to enter text.

IMPORTANT NOTE: If applying for an Exceptional Grant the form on page 7 must be complete.

13.) List any prior grants received from ECHO: (include year, project name and amount)

Click or tap here to enter text.

1.2 **MISSION:**

1.) Provide the Mission Statement for your organization.

Click or tap here to enter text.

1.3 PROJECT TEAM:

- 1.) List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name(s) of the person(s) who have signed form 1.6.

Click or tap here to enter text.

- 2.) List the person(s) who created the section 3.1 budget and their experience with this type of project.

Click or tap here to enter text.

- 3.) If a complete list is not available, explain why and when the project team will be selected.

Click or tap here to enter text.

1.4 MANAGEMENT PROSPECTUS:

- 1.) Include a list of the names of staff dedicated to this project, their responsibilities and the percentage of time each will be spending on the project per week.

Click or tap here to enter text.

1.5 RESTRICTIVE COVENANTS – NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED

- 1.) Do you agree to comply with the requirement to file Restrictive Covenants with the Volusia County Clerk of the Court if ECHO Grant is awarded? (A sample of the Restrictive Covenants language is found on page 49 in the ECHO Application Guide)

☐ YES

☐ NO

- ❖ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.*
- ❖ *Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.*

2019/2020 ECHO Grants-in-Aid Standard & Exceptional Grant Application

1.6 FORM – CERTIFICATION OF INFORMATION AND COMPLIANCE

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

1. OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY

Signature: _____

Typed Name: Click or tap here to enter text.

Phone Number: Click or tap here to enter text. **Date:** Click or tap here to enter text.

2. OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT

Signature: _____

Typed Name: Click or tap here to enter text.

Phone Number: Click or tap here to enter text. **Date:** Click or tap here to enter text.

3. CHIEF FINANCIAL OFFICER FOR THE APPLICANT

Signature: _____

Typed Name: Click or tap here to enter text.

Phone Number: Click or tap here to enter text. **Date:** Click or tap here to enter text.

4. NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS

Signature: _____

Typed Name: Click or tap here to enter text.

Executive Board or Board of Directors meeting when this grant application was reviewed and approved.

Meeting Date: Click or tap here to enter text. **Phone Number:** Click or tap here to enter text.

2019/2020 ECHO Grants-in-Aid Standard & Exceptional Grant Application

1.7 EXCEPTIONAL GRANT REQUESTS ONLY:

Maximum grant request is \$1,800,000.00 with distribution of up to \$600,000.00 for 3 consecutive years. The required match is 4:1. The time frame to complete construction is two years following the date of the last year funds are provided.

ANNUAL AMOUNT REQUESTED/MATCHED

	<u>ECHO Request</u>	<u>4:1 Match</u>
Grant Year #1	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Grant Year #2	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Grant Year #3	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
TOTAL EXCEPTIONAL PROJECT:	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.

The Exceptional Project Applicant: ☐ Agrees ☐ Does not agree - to accept a grant award of \$400,000.00 for one year if an Exceptional Project Grant amount is not approved by the ECHO Grant Review Panel or the Volusia County Council.

Signature: _____
(Official with applicant signature authority)

Typed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

SECTION 2: PROJECT DESCRIPTION

2.1 PROJECT ASSESSMENT

- 1.) Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156* “to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities”. (State your goals in bold type; Describe how this project will impact the community and enhance the quality of life for its citizens; Use real numerical data and insert documents/contract agreements which back up your narrative)

Click or tap here to enter text.

2.2 PROJECT DESCRIPTION

- 1.) Describe project and construction timeline.

Click or tap here to enter text.

- 2.) Document how construction design and operational strategies use “green”/sustainable standards: (give *specific* examples for *this* project – a statement agreeing to follow local guidelines is not acceptable)

- a. Provide a narrative explaining how the project was designed with the environment in mind. What steps have you taken or will you take to reduce/recycle/reuse: (see examples of recycled products in the ECHO Application Guide)

- i. The construction phase? Click or tap here to enter text.

- ii. The operational phase? Click or tap here to enter text.

- 3.) What is the projected date for this project to be completed and accessible to the public?

Click or tap here to enter text.

- 4.) Describe any additional phases planned for this project.

Click or tap here to enter text.

2.3 Drawings: (Drawings are required by all applicants. Drawings must fold to an 8 ½ X 11 size to fit securely and neatly in the application booklet. Drawings must be to scale with a bar scale and include a legend)

- ☐ Street locator map
- ☐ Site Plan
- ☐ Preliminary and schematic drawings
- ☐ Design and development documents
- ☐ Construction documents
- ☐ Any other drawings which may be helpful in understanding the project scope/features

SECTION 3: BUDGET DETAIL/MATCHING FUNDS

3.1 PROJECT BUDGET DETAIL CHART: Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate "Match Code": Explanations of match codes can be found in the guidelines on pg. 24.

CHART 3.1: CONSTRUCTION PHASE EXPENDITURES <i>ADD ROWS AS NEEDED</i>	UC +	LM +	In-Kind	PSC	= Match	ECHO	Total
General Requirements:							
Mobilization, Waste Collection, etc.							
Contractor Fees							
Subtotal							
Architectural Services:							
Consultant Services							
Final Construction Drawings							
Subtotal							
Site Construction:							
Earthwork							
Parking Lot							
Landscaping							
Subtotal							
ECHO Signage:							
Temporary							
Permanent							
Subtotal							
PROJECT TOTALS							

3.2 MATCH DOCUMENTATION

Please see page 26 in the guide for a more in depth explanation of documentation.

1.) Provide official documentation of Match:

a. Unencumbered Cash (UC):

- i. ☐ Current Bank Statement OR
- ii. ☐ Copy of signed resolution including pledged dollar amount, project name and dates the funds will be available

b. Irrevocable Pledges (UC):

- i. ☐ Notarized letter stating the pledged amount, the purpose of the pledge and the date the funds will be available (must include an itemized budget if pledge is for services).

IMPORTANT: Pledged funds must be in the bank prior to the Grant Review Panel.

c. In-Kind Services (IK) services/donations must have taken place no more than 7 years prior to the project:

- i. ☐ Itemized list of products/services to include name of person/organization, description of goods/services, fair market value of in-kind contribution and date goods/services were provided.
- ii. ☐ Future in-kind donations must have notarized letter from donor describing items/services and value of such.
- iii. ☐ Previously provided in-kind service/donations do not require backup in this application, however, official documentation must be available for review upon request.

d. Previously Spent Cash (PSC)

- i. ☐ The encumbrances or cash expenditures completed within the seven (7) year period prior to the application.

e. Land Match (LM) (trails of the County's Master Plan, projects on State or Federal land and property donated by the County are not eligible for match):

- i. ☐ Copy of deed
- ii. ☐ Copy of appraisal (property appraisal assessment or recent outside appraisal)

SECTION 4: OPERATING FORECAST DETAIL**4.1 OPERATING FORECAST NARRATIVE**

- 1.) Compose a narrative explaining the use of the facility/project and related costs. Narrative should include what staff will be needed, what additional maintenance will be required, what new programs will be added, etc.

Click or tap here to enter text.

- 2.) Provide Business Plan, Feasibility Study and Marketing Plan.

Click or tap here to enter text.

- 3.) List a fee schedule or state “No fees will be charged” (schedule should include members, non-members, reduced prices, etc.)

Click or tap here to enter text.

- 4.) Describe Maintenance and Replacement Plan (including fund source and depreciation plan).

Click or tap here to enter text.

4.2 FISCAL STABILITY

- 1.) Fill out Form 4.2 Business Information.

4.2 BUSINESS INFORMATION				
Operational funding for this organization	Prior Completed FY 16 - 17	Current FY 17 - 18	Projected FY 18 – 19	Next Projected FY 19 - 20
Fundraising, Memberships, Donations, etc.				
County Grant(s)/Funds (other than ECHO)				
Grant(s)/Funds - other (non county)				
Cash Donations				
TOTALS				
Administrative Costs				
Program Costs				
Educational & Educational Outreach Programs				
Contractor Services (for this project)				
Marketing & Advertising				
Payroll Total Expense				
TOTALS				
Number of Full-time Employees				
Number of Part-time Employees				
Volunteer Hours				
Value of Volunteer Hours (@\$____ hr.)				
TOTALS				

- 2.) Has this organization defaulted on any grant in the past five years? If so, please explain.

Click or tap here to enter text.

4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

- 1.) Insert the appropriate required documents listed in the Application Guide on page 31 & 32.

SECTION 5: SUPPORTING DOCUMENTS

NOT FOR PROFIT ONLY:

- 1.) Attach official IRS letter granting Not-for-Profit 501(c)(3) status in Florida.
- 2.) Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.

UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:

- 1.) Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects.

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1 – 4.

ATTACHMENT CHECKLIST: Please check your application before sending.

The following items/documentation **must** be included with your application or your application **will not** be scored. All match sources must be secured and proof thereof submitted by the Application Deadline in the Application Review Calendar found www.volusia.org/services/community-services/echo.

APPLICANT

- ☐ ECHO Application, completed and signed
- ☐ Proof of ownership or copy of lease
- ☐ Mission Statement for Organization
- ☐ Form 1.6 – Certification of Information and Compliance, completed and signed
- ☐ Street Locator Map
- ☐ Site Plan
- ☐ Preliminary & Schematic Drawings
- ☐ Design & Development Documents
- ☐ Construction Documents
- ☐ Official Documentation of Match
- ☐ Business Plan
- ☐ Feasibility Study
- ☐ Marketing Plan
- ☐ Financial Audit Documents (listed in the Application Guide page 30)
- ☐ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐ Restrictive Covenants or Statement agreeing to follow this requirement
- ☐ Other



ECHO GRANTS-IN-AID APPLICATION GUIDE





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❖ INTRODUCTION ❖

The Volusia ECHO program, generated by a grass roots initiative, resulted from a citizen approved referendum passed November 7, 2000. Volusia ECHO provides grant funds to finance acquisition, restoration, construction or improvement of facilities to be used for environmental, cultural, historical and outdoor recreational purposes.

Resolution 2000-156 states: It is the intent of the County Council that the funds be allocated throughout the County to provide broad geographical distribution and apportioned appropriately among the environmental, cultural, historic and outdoor recreation projects.

The Volusia ECHO Program seeks to enhance the quality of life of Volusia County's residents by working to achieve the following goals over a broad geographic base:

- Provide environmental/ecological, cultural, historical/heritage, and outdoor recreation opportunities.
- Preserve significant archaeological or historic resources; and develop, enhance, and promote heritage tourism opportunities, experiences, and resources.
- Foster public memory and community identity by promoting and providing access to destinations and experiences associated with past events, peoples, and places within the County of Volusia.
- Provide high quality, user oriented outdoor recreational opportunities including, by not limited to access to the Atlantic Ocean through the establishment of ocean front parks and off-beach parking.
- Improve the quality of life for Volusia's citizens by providing access to the cultural arts, increase cultural based tourism, and encourage redevelopment and revitalization of downtown and urban areas through the provision of cultural arts facilities.

There are three steps in the ECHO process:

First, the applicant organization must be eligible to apply and the subsequent application must demonstrate eligibility. Once this first challenge is met, County staff will submit the application to the County ECHO Advisory Committee for review, scoring, and funding recommendation.

Second, the application must achieve a minimum score of eighty from the ECHO Advisory Committee acting as the Grant Review Panel in order to be recommended for funding.

Third, the project must be approved for a grant by official action of the County Council.

❖ OVERVIEW OF ECHO ❖

ENVIRONMENTAL

Understanding of the environment and educating the public are key factors in maintaining a healthy sustainable community. ECHO funds support development of environmental learning centers, which provide programs on how daily lifestyle decisions affect our environment and future sustainability. Volusia County is a diverse and delicate ecosystem, ranging from low beach and marsh areas to high and dry pine forests. A sole source aquifer below the county's land mass sustains our water needs. It is critical that a proper balance is maintained between preserving life sustaining ecological systems and meeting the demands of our increasing population.

CULTURAL

Cultural activities play an important role in improving the quality of life for citizens. The arts increase the county's tourism-based economy and encourage redevelopment in our downtown and urban areas. In addition to the ECHO program, the County Council approved an Art in Public Places program that requires one-half of one percent to one percent of capital construction costs for county government projects to be used to acquire art for permanent display. The County Council also approved the Community Cultural Grant Program, which provides funds for general operating support of local not-for-profit cultural organizations.

HISTORIC

Volusia County is home to over 200 sites listed on the National Register of Historic Places, including downtown neighborhoods, agricultural and educational districts, and individual buildings, churches, and archaeological sites. In 2005, the County Historic Preservation Board, a County Council Advisory Board, developed a list of "critical" historic properties. In an effort to save Volusia County's Historical Landmarks, special ECHO policies were approved by the County Council to encourage restoration and acquisition of these endangered facilities.

Each year, the Florida Trust for Historic Preservation recognizes significant contributions of individuals, societies, businesses, and government entities that have demonstrated outstanding achievement in the field of historic preservation through its statewide Annual Preservation Awards Program. The County of Volusia received the "Outstanding Organization Achievement Award" in 2010 for its commitment to historic preservation through the ECHO program.

OUTDOOR RECREATION

Outdoor recreation plays an important role in the quality of life of Volusia County residents and tourists. The final ECHO resolution, passed by our citizens, resulted from a grass roots initiative that viewed Volusia County as an extensive and vibrant park system. Our County's abundant natural resources enrich our lives through passive and active sports parks. Additionally, the countywide trail system meanders as a linear park throughout Volusia County.

❖ APPLICANT ELIGIBILITY REQUIREMENTS ❖

APPLICANTS MUST BE:

- Volusia County Government
- OR**
- Municipal Government within Volusia County of Volusia
- OR**
- Not-for-Profit Corporation that meets the following criteria:

A Not-for-Profit corporation incorporated in the State of Florida and classified as a 501 (c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with the s.170 of the Internal Revenue Code of 1954.

AND

Has maintained incorporated status for more than 2 years prior to the application deadline.

OR

Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

OR

Is registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five-year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501 (c)(3) status in its State of Incorporation.

❖ APPLICATION/PROJECT ELIGIBILITY REQUIREMENTS ❖

- 1) Application Submittal. A signed Standard or Exceptional ECHO Grants-in-Aid Application Form, with complete information as required in Sections 1 – 4 (section 5 is optional) in compliance with submittal requirements, must be submitted by the deadline. If the application is received after the submission deadline, the County will not accept the submittal and the application is ineligible.
- 2) Pursuant to Volusia County Council Resolution 2000-156, the organization's application project must meet the following criteria: The Volusia ECHO Program funds are to be used solely to finance acquisition, restoration, construction, and improvement of environmental/ecological, cultural, historical/heritage, and outdoor recreation facilities for public use.
- 3) Management service agreements, existing or anticipated. The continuing use of any facility built with ECHO funds must be consistent with ECHO program goals as set forth in

this application guide. The commitments and obligations for use and public access in the original grant application and the binding restrictive covenant must be maintained. ECHO recognizes that public-private partnerships may be mutually beneficial. Private, for-profit entities may be engaged to perform management services only if the ECHO goals and the application commitments are maintained. All management agreements, existing or future, must be approved by the County to ensure compliance with these objectives. For existing or potential agreements, the applicant shall provide the name of the management service, contact, phone number and address.

- 4) Unrestricted Ownership/Undisturbed Use of Facility. Documentation of the ownership or lease of the facility and property shall provide for undisturbed use. Length of the lease shall be consistent with requirements set in the Restrictive Covenants. Leases shall not be cancelable without cause. Owners of leased property must be a municipality of Volusia County, the County of Volusia, the State or Federal government or an eligible Not-for-Profit.
- 5) Restrictive Covenants, accompanied by the complete legal description of the project property, must be filed with the Clerk of the Court if a grant is awarded. The complete legal description of the property is required and is found on the survey and/or the deed. If the project of the application is on mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating they agree to sign a Restrictive Covenants, must be supplied with the application. Land Management Agreements for trails of the County Master Plan or Project Management Agreements for projects on State or Federal lands not owned or leased by the applicant are acceptable in lieu of Restrictive Covenants but are subject to the same penalties of the Restrictive Covenants as stated in the ECHO Grant Agreement.
- 6) Acquisition Projects. Applications which request funding for the acquisition of property as part of a project must include a notarized letter of "agreement to sell" from the current property owner and provide an appraisal by a State Certified or MAI appraiser unless the sale price is \$250,000 or less, whereby a Certified General Appraisal is acceptable.
- 7) Architect and Construction Bid Requirements. Following a grant award, if the grantee seeks to contract for architectural or construction services, the Grantee shall bid to a minimum of three providers. Submit selected provider(s) to the ECHO office, the Grantee shall provide the mailing list of the providers and a spreadsheet documenting submitted bids.
- 8) The Grant Review Workshop and Technical Completeness Review are **MANDATORY**. Attendance at one workshop and submittal of the application for a Technical Completeness Review are required.
- 9) Application Eligibility Meeting. The applicant must attend the **MANDATORY** Eligibility meeting to respond to initial questions from the Committee.
- 10) Grant Review Panel session. The applicant must attend the **MANDATORY** Grant Review Panel session to respond to the Panel's questions and concerns.

- 11) The project must be accessible to the public and may not discriminate in the schedule of fees or terms of use of the facility.
- 12) The applicant may not owe the County of Volusia any money or have any outstanding violations of Volusia County Code of Ordinances.
 - a. The ECHO Committee strongly suggests applicants request a “Clean Hands” search well in advance of submitting an ECHO grant to determine if they owe money to the County or are in violation of a County Code.
 - b. The ECHO Clean Hands form has instructions and lists the contacts in each of the five (5) County Departments to which it, and the Not-for-Profit Officers and Shareholders form, must be submitted. Forms and information may be found on the web at <http://www.volusia.org/services/communityservices/echo> The County ECHO staff will conduct a Clean Hands search of all applicants prior to presenting the recommended awards to the County Council. Failure to resolve clean hand situations prior to the County Council meeting will result in the applicant being ineligible for a grant award.
- 13) The applicant must comply with all legal, financial, reporting, and record maintenance requirements set forth in the application guidelines and agreement.
- 14) The applicant must have satisfied all administrative requirements of previous grants/agreements received from/administered by the County of Volusia.
- 15) The applicant must agree to match, at a minimum, dollar-for-dollar match value, the grant amount requested from the Volusia ECHO Program.
- 16) Applicants requested Exceptional Project status agree to match, at a minimum, four (4) dollars value to every ECHO dollar.

❖ ACCESSIBILITY REQUIREMENTS ❖

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States, as defined in Section 7 (20), shall, solely by reason of his/her handicap (disability), be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

In addition, the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), State and local government services (Title II), and places of public accommodation and commercial facilities (Title III).

Regardless of federal funding requirements, all Volusia County ECHO grant award agreements state, “All acts to be performed in conjunction with this agreement shall be performed in strict conformity with all applicable laws of the State of Florida.” This includes compliance with Chapter 553, Florida Statutes, BUILDING CONSTRUCTION STANDARDS, Part V, and accessibility by Handicapped Persons. This statute formally incorporates into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990.

IMPORTANT NOTE:

Applicants must review both the compliance mandates of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 for information regarding facility accessibility. Contact the State Architectural and Transportation Barriers Compliance Board for assistance. The National Endowment for the Arts can also be contacted for information; ask for assistance through their Office of Accessibility at 202-682-5532 or <http://www.nea.gov/resources/accessibility/pubs/designaccessibility.html>. Request the 504/ADA Handbook. This Handbook provides helpful information regarding compliance with federal laws; HOWEVER, there are instances where the State of Florida law prescribes access measures which exceed the federal standards. In case of conflict, the organization must comply with the more stringent requirement. For information on the state standards, please contact the State of Florida Division of Cultural Affairs at 850-245-6356 or at their website, ADA Compliance Support: <http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf>.

❖ PROJECT EXTENSIONS ❖

Grantees may request extensions for encumbrance of funds by writing to the ECHO Program no later than 60 days prior to the end of the project time limit period. Extensions by staff may not exceed an additional 365 days beyond the project time period allowed for a standard project or phase of an Exceptional project. It is expected by the County that, at a minimum, all grant funds and match funds will be encumbered within the required project time limit, unless uncontrollable unforeseen circumstances occur. The ECHO Program will send a written response within thirty days of receipt of the request, approving or denying the extension. Denials may be appealed to the County Council.

❖ CHANGES IN PROJECT SCOPE OR VENUE ❖

Prior written County approval is required when a change affects the design, scope or intended use of the project. The design provided in the application is part of the ECHO contract Agreement.

Prior approval must be granted by the County before expenditures are encumbered for proposed design changes or a construction change is ordered in an existing contract.

- 1) Grantees considering design changes must notify the County at the earliest time possible.
- 2) County staff may approve changes, including budgeted line items that do not alter the intent of the grant agreement or scope of the project.
- 3) Major changes, determined as such by the County, that alter the budgeted use of grant/match funds or the intended use or central design of a facility MUST receive final approval from the County Council after review and recommendation by the ECHO Advisory Committee.
- 4) Applicants are advised that this approval process may take several months.

- 5) When the County Council must approve changes, the grantee shall not encumber ECHO or Match funds for the change in venue or scope prior to final approval by the County Council.
- 6) Grantees who receive multiple grants for a project over several grant cycles must maintain the budget policies set in the year in which the individual grant was awarded unless the County approves that they may combine budgets.

❖ PROJECT TIME LIMITS ❖

Upon approval of the project by the Volusia County Council, all applicants must execute the ECHO Grant Agreement within six (6) months. ECHO projects must complete construction within 730 days of execution of the Grant Agreement by the County. ECHO projects must encumber grant and match dollars within 365 days of the execution of the Grant Agreement. Physical public access is required after each ECHO project is complete. Construction must begin within six (6) months of clearing the site or demolition and removal of any structures. The 730-day period for completion may be extended as set forth herein.

100% of the ECHO funds awarded must be allocated toward products and services occurring after issuance of the notice to proceed by the County unless the project is a historic reimbursement or off-beach parking project.

IMPORTANT NOTE: You are not ready to submit an application under this deadline if you cannot reasonably assure that the grant and match funds will be encumbered and construction complete within the defined timeline.

❖ FUNDING AMOUNTS/POLICY/CAPS & RESTRICTIONS ❖

◆ FUNDING POLICY

The County Chief Financial Officer shall determine the amount of funds available for award each year. Each application that is recommended for funding will be funded at 100 percent of the requested amount as funds are available. If the recommended awards result in a grantee receiving only partial funding, the applicant will be given the option of accepting the partial funding amount during the Grant Review Panel session. The potential grantee shall provide a revised budget to the County prior to the approval of final award by the County Council that describes the use of the reduced ECHO grant and corresponding match.

◆ GRANT FUNDING AMOUNTS

STANDARD SINGLE-PHASE PROJECT: The maximum grant request amount is \$400,000 annually. The minimum grant request amount is \$12,500. Required match is 1:1. A standard project is defined by the total square footage of the facility to be constructed, renovated, or improved and the site on which the project exists. Both the improved and unimproved property will have an established footprint based on the initial application. The time frame to complete construction

and be fully open to the public is two (2) years from the execution of the Grant Agreement by the County.

EXCEPTIONAL PROJECT: Maximum grant request is \$1,800,000 with a distribution of up to \$600,000 for up to three (3) consecutive years. Required match is 4:1. The time frame to complete construction is two (2) years following the date that the last year funds are provided. *See Appendix B for further information.*

◆FUNDING CAPS OVER LIFE OF THE ECHO PROGRAM

STANDARD SINGLE-PHASE PROJECT OR COMPLEX: A project or facility complex may receive multiple standard grants up to, but not more than \$2.4 million over the life of the ECHO program unless the project provides a substantial expansion to the total square footage of a project or site, which results in significant additional public use. Such an expansion may allow the grantee to apply for an additional \$2.4 million. Approval by the County Council is required prior to application in order for an applicant to exceed the initial \$2.4 million funding cap.

EXCEPTIONAL PROJECT AWARDS: No project or facility complex may receive more than one Exceptional grant award through the life of the ECHO program. If the Exceptional award was not the maximum award, the applicant may request Standard Single-Phase project grants to reach the cap amount.

◆APPLICANT AND PROJECT RESTRICTIONS

- 1) No more than one application for the same project, facility complex, or site will be accepted in a single grant cycle.
- 2) No organization, whether public or private, may apply for multiple projects that duplicate each other or an existing or planned ECHO related function in the same area of service. Projects for historic restoration, a trail system, or off-beach parking are exempt from these restrictions. County staff shall determine duplication and eligibility. Appeals may be made to the ECHO Advisory Committee.
- 3) When projects from different organizations duplicate each other in function and area of service, whether public or private, in the same grant cycle, only the highest ranked eligible project may be funded. County staff shall determine duplication and eligibility. Historic restoration, a trail system, off-beach parking, and established, fully open to the public ECHO related projects, are exempt from these restrictions. A project that is not open to the public, that is located in an existing complex which is open to the public, is not exempt from this restriction. Appeals may be made to the ECHO Advisory Committee.
- 4) Projects, without construction designs that guarantee ECHO related uses, are ineligible.
- 5) Projects, whose owner/tenant (the applicant) does not provide ECHO related services as their main mission, are ineligible.
- 6) Projects which ultimately allow access only to the exterior of a building are ineligible.
- 7) Projects intended primarily for students, faculty, and staff and/or which are intended to augment or supplement a curriculum are ineligible.
- 8) Projects on multi-use campuses/complexes with no designated parking are ineligible.

- 9) Projects solely for depreciable items, with less life expectancy than the required grant agreement period, are ineligible unless there is sufficient evidence the applicant has the ability to replace them.
- 10) Before the County will approve a grant for acquisition, all documentation required by this application and required by law or by any party for closing must be presented for review by staff and by the County Council. The term “any party” shall include seller, buyer/applicant, mortgagee, lien holder, realtor, title company, insurer and closing agent. ECHO funding is restricted to the actual purchase price and does not include closing fees and costs or property tax payments. All funding must be approved by the County Council.

IMPORTANT NOTE: Open ECHO grants and Public Access. The project of the ECHO application may not have more than two open ECHO grant awards to be an eligible application. Public access must be provided within four (4) years of the initial ECHO award to be eligible to apply for additional ECHO funding.

❖ MANDATORY TECHNICAL COMPLETENESS REVIEW ❖

APPLICATIONS MUST BE 100% COMPLETE AT THE TIME OF SUBMITTAL FOR THE TECHNICAL COMPLETENESS REVIEW IN ORDER TO MEET THIS ELIGIBILITY REQUIREMENT.

Applications will only be accepted electronically. For submittal and submittal deadlines please see the calendar on the ECHO Website <https://www.volusia.org/services/community-services/echo/>. If the application is received after the submission deadline the County will not accept the submittal and the application will be deemed ineligible.

Supporting material that cannot be incorporated in the electronic submittal system (i.e. drawings) may be submitted by providing a cover sheet indicating the organization’s name to the ECHO Program at Volusia County Community Services office at 110 West Rich Ave., DeLand, FL, 32720. This material must be hand delivered or received by close of business of the application due date. Upon request, county staff will meet with the applicant to suggest how to answer the questions and requirements within the application more completely.

❖ FINAL APPLICATION SUBMITTAL ❖

FINAL APPLICATION MUST BE COMPLETE, SIGNED AND SUBMITTED BY THE DEADLINE. See calendar on ECHO Website <https://www.volusia.org/services/community-services/echo/>. If the application is received after the submission deadline the County will not accept the submittal and the application will be deemed ineligible.

◆**DEFICIENCY CORRECTION PRIOR TO FINAL APPLICATION DEADLINE:** Applicants who have uploaded their final application prior to the final deadline, and who discover a deficiency, may submit their application prior to the final application deadline through the electronic submission

system. **No deficiency correction will be allowed after the final application deadline.**

◆ **MANDATORY “AMENDING SUPPLEMENT” FOR THE COUNTY:** If the applicant is advised, they must provide to the County all documentation noted as deficient in the County’s Final Review report. The amending supplement must be submitted electronically via email with the subject titled as follows: name of the organization, name of the project, and the grant number assigned to the application. The email shall also include a list of the documents attached to the email. The amending supplement documents shall clearly indicate the section of the application being replaced, changed, or supplemented on each of the pages. (These will be labeled as “addendums”.) Additionally, they will be published on the web.

❖ SUBMISSION FORMAT & MAILING PROCEDURES ❖

◆ **APPLICATION SUBMISSION AND MAILING FORMAT:** Application uploaded after the application deadline will not be accepted by the County. The Final Review spreadsheet submitted to the ECHO Advisory Committee will identify the ineligible projects. Application packages that are not complete by the Final Deadline will be declared incomplete by ECHO staff and will be noted as such on the Final Review spreadsheet. The ECHO Advisory Committee has final determination as to the completeness of an application and its acceptance for subsequent scoring. The Final application shall contain all information requested in Sections 1-4; Section 5 is optional.

IMPORTANT NOTE: THE APPLICATION MUST BE NUMBERED CONSECUTIVELY, REGARDLESS OF APPLICATION SECTIONS. PAGE ONE IS THE FIRST PAGE OF THE APPLICATION FORM AND IS PLACED FIRST IN THE APPLICATION. DO NOT BEGIN EACH SECTION WITH PAGE ONE.

- 1) Answer the questions and write narratives within the application adding lines as needed, only insert pages where it is required.
- 2) Text must be typewritten in at least twelve (12) point.
- 3) Applicants are encouraged to scan in and include all support materials in the electronic application. Supporting material that cannot be incorporated in the electronic submittal system (i.e. drawings may be submitted by providing a cover sheet indicating the organization’s name along with 10 sets of material, separated by color paper, to the ECHO Program at Volusia County Community Services office 110 West Rich Ave., DeLand, FL, 32720. This material must be hand delivered or received by close of business of the application due date.

❖ APPLICATION REVIEW PROCESS ❖

♦**APPLICATION REVIEW BY THE COUNTY:** ECHO Program Staff shall determine whether each application is eligible; including compliance with applicant/project eligibility and completeness requirements. Applications missing items or not meeting application/project eligibility requirements may be deemed ineligible. ECHO Program staff will provide each applicant with a Final Review indicating eligibility and the completeness status prior to the mandatory eligibility review.

♦**ECHO ADVISORY COMMITTEE REVIEW FOR ELIGIBILITY/SITE VISITS:** ECHO Program staff will provide copies of the Final Completeness Reviews and applications to the ECHO Advisory Committee prior to the Eligibility Meeting/Site Visits. At the **MANDATORY** meeting, the ECHO Advisory Committee shall visit each applicant's project site, at which it is mandatory that the applicant's representative is in attendance. At the site visit the applicant will have the opportunity to make a brief presentation and answers questions from the committee, these visits could take multiple meetings. After the site visits the committee will confirm the eligibility of the applications.

ECHO Advisory Committee members may contact ECHO Program staff during their review of the applications to better understand statements within the applications and clarification on ECHO policies, procedures, and criteria.

♦**GRANT REVIEW PANEL MEETING AND RECOMMENDATION OF AWARDS:** The ECHO Advisory Committee sits as the Grant Review Panel to review and score the eligible applications. The Committee will:

- 1) Determine exceptional status for any applications requesting such;
- 2) Score and rank all eligible projects and;
- 3) Indicate their reasons for the scores by writing comments on the Project Evaluation Sheet forms. Comments are intended to assist the applicant in future applications and should include remarks relative to the strength or weakness of the application, and;
- 4) Sign and date the score sheets and provide them to the County for public record. Eligible applications will be evaluated on "competitive criteria" found in sections two (2), three (3), and four (4), along with information verbalized by the applicant as part of their grant review panel session. The total number of possible points is 100. Each panel member's evaluations will be based on 1) administrative compliance of the grant, 2) project description, 3) budget detail, and 4) operating forecast details. Evaluations are averaged to determine a score for the application. In calculating an average score, the highest and lowest individual scores will not be included. Each panel member may grant additional points for applications which provide sufficient evidence that sustainability elements are part of the approved project design Section 2 of this guide. Applications scoring 80 or above will be recommended for grants to

the County Council by the ECHO Advisory Committee. Projects not recommended by the ECHO Committee may be funded by a majority vote of the County Council.

EXAMPLE EVALUATION SCORE SHEET:



Application Number: XX-XX

Applicant: _____

Project Title: _____

Amount Requested: _____

EVALUATION CRITERIA	SCORE (SCORE RANGE)	REVIEW SCORE
ADMINISTRATIVE COMPLIANCE: (Sections 1 – 4): Application is submitted on time, complete and has all requested information/attachments. Organization’s mission, project team and management prospectus is defined. Project is ready to begin within a reasonable time frame. Comments:	(1 – 20)	
SECTION 2 – PROJECT DESCRIPTION: Project needs assessment is met and viable. Project will be an asset to the community and fulfills the mission of ECHO. Project description of design and operational strategies use of “green”/sustainable standards included. All required drawings are attached. Comments:	(1 – 30)	
SECTION 3 – BUDGET DETAIL/MATCHING FUNDS: Organization has balanced budget and accurate match documentation. Comments:	(1 – 25)	
SECTION 4 – OPERATING FORCAST DETAILS: Applicant has a strong board, business plan, sustainable budget, and sufficient staff to maintain the project. Applicant has a maintenance plan for the facility. Comments:	(1 – 25)	
Final Comments:		
	Total Score:	

❖ APPLICANT RESPONSIBILITIES ❖

◆PRE-AWARD

- 1) It is **MANDATORY** to attend the Eligibility Meeting/Site Visit for your project.
 - a. Be prepared to provide a brief presentation and to answer questions posed by the committee on all areas of the application information and project.
- 2) It is **MANDATORY** to attend the Grant Review Panel meeting
 - a. Be prepared to answer questions posed by the Grant Review Panel on all areas of the application information and the project.

Applicants will be notified of the time, date, and location of the meetings/site visits. Applicants may only update the committee/panel on topics covered in the application such as additional match funds or design changes.

Persons with disabilities – Persons attending the meeting with disabilities may request special accommodations by contacting the County at least 72 hours prior to the meeting.

◆POST-AWARD (BEFORE NOTICE TO PROCEED IS ISSUED)

- 1) ECHO Grant Agreement (see Appendix C for format): Execute the grantee portion and submit to ECHO Program staff for execution by the County.
- 2) Restrictive Covenants (see Appendix F for format): File with the clerk of the court and copied to the County.
- 3) Signage (see Appendix D): Temporary construction sign erected within 90 days of award.
- 4) Other documents: As required by the County.

◆CONSTRUCTION PERIOD

- 1) Proof of Payment and Performance Bond: The name County of Volusia shall be listed as the co-obligee on this document.
- 2) Quarterly documentation submittals (see Appendix G).
- 3) Pay requests are required to be submitted on a quarterly basis or more frequently if deemed necessary by the applicant.

◆POST CONSTRUCTION PERIOD

- 1) Annual reports (see Appendix H) are to be submitted by July 15th of each year for the period of the Restrictive Covenants.

❖ VOLUSIA COUNTY COUNCIL REVIEW AND AWARD OF GRANTS ❖

At a regularly scheduled meeting of the County Council, the ECHO Program staff shall provide the County Council with documentation of the ECHO awards recommended by the ECHO Advisory Committee, including the names of all applicants and projects, project locations, and funding recommendations. Additionally, staff will provide verification that the applicants recommended

for awards have received “Clean Hands” status and information on those applications that were determined ineligible if applicable. County staff and the ECHO Advisory Chair or designee presents the committees recommended projects and grant awards to the County Council for final approval. The Council will review the recommendations and approve or deny recommended projects. The County Council has final authority over all grant awards. Although not required, applicants may wish to attend the County Council meeting to address questions posed by the Council during their discussions of the ECHO recommended awards.

❖ SECTION 1 GRANT APPLICATION

IMPORTANT NOTE: ALL INFORMATION SHOULD BE INCLUDED WITHIN THE GRANT DOCUMENT SECTION APPLICABLE. ONLY “ATTACH” A DOCUMENT IF SPECIFICALLY REQUESTED TO DO SO.

◆1.1 GRANT APPLICATION FORM

- 1) Applicant: Legal name and address of organization applying for ECHO Grant as incorporated in the State of Florida.
- 2) Federal ID #
- 3) Resident County Council District of Project. This information can be found at www.volusia.org/government/county-council/districts-map.shtml.
- 4) Contact Person: Name and title of the person responsible for the project. All information will be sent to this person; it is your responsibility to notify the County if there is a change of staff.
- 5) Project Title: Facility name and descriptive title. (Example: Imaginary Museum – Children’s Wing Renovation)
- 6) Project location address: Physical location of the project.
- 7) Type of Project: If project is a combination of types please check all the boxes that apply. (Example: you may be renovating a portion of the facility and at the same time adding additional space - this would be both renovation and new construction)
- 8) ECHO Category: If project is a combination of categories please check all the boxes that apply. The ECHO website provides a detailed explanation of the different categories at www.volusia.org/services/community-services/echo/. If you have any questions about these categories, please contact staff.
- 9) The project site/facility: Who owns this site/facility? If not the applicant, then explain the type of lease/agreement involved and provide as an attachment. Keep in mind that any lease/agreement must be binding and non-cancelable.
- 10) Is the project site/facility mortgaged or will it be? If project site/facility is mortgaged all pertinent information must be included.
- 11) Is the facility in a Community Redevelopment Area (CRA)? There is a presentation available at http://www.volusia.org/core/fileparse.php/4478/urlt/CRA_Workshop.pdf that lists all the CRAs in the County.
- 12) Type of Organization: To qualify for an ECHO Grant the organization must be:
 - a. Volusia County Government; or

- b. Municipal Government within Volusia County; or
- c. Not-for-Profit Corporation that meets the following criteria:
 - i. A Not-for-Profit corporation incorporated in the State of Florida and classified as a 501 (c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with the s.170 of the Internal Revenue Code of 1954.

AND

- ii. Has maintained incorporated status for more than 2 years prior to the application deadline.

OR

- iii. Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

OR

- iv. Is registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five-year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501 (c)(3) status in its State of Incorporation.

- 13) Project Funding: List the amounts requested, match portion and total project cost. If you are applying for an Exceptional Grant, please fill out 1.7 on page 6 of the application.
- 14) Mandatory Workshop: To qualify for an ECHO Grant a representative from the organization applying must attend this workshop. For location, date and time please see the calendar posted on the website at <http://www.volusia.org/services/community-services/echo/>.
- 15) List any prior grants received from ECHO: Include year, project name and amount of awarded funds.

◆ 1.2 MISSION

- 1) Provide the Mission Statement for your organization: Please insert information in section 1.2 within application. Do NOT attach separate document.

◆ 1.3 PROJECT TEAM

- 1) List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name of the person who signs form 1.6 on page 5 of the application.
- 2) List the person who created the section 3.1 budget and his/her experience with this type of project.

- 3) If a complete list is not available, explain why and when the project team will be selected (Include a detailed explanation)

♦ **1.4 MANAGEMENT PROSPECTUS**

- 1) Include a list of staff dedicated to this project, their responsibilities and percentage of time each will be spending on the project per week: This information must be specific to this project.

♦ **1.5 RESTRICTIVE COVENANTS – NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED**

- 1) Do you agree to comply with the requirement to file Restrictive Covenants with Volusia County Clerk of Court if an ECHO Grant is awarded? A copy of the Restrictive Covenants language is found in Appendix F of this guide.

IMPORTANT NOTE: If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.

IMPORTANT NOTE: Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.

UNRESTRICTED OWNERSHIP/UNDISTURBED USE OF FACILITY

- 2) Applicant must document ownership or undisturbed use by one of the following:
 - a. Proof of unrestricted ownership of property and/or building(s): Unrestricted shall mean unqualified ownership and power of disposition. Projects leased to For-Profit entities are not eligible for ECHO funding. Documentation may be a copy of the deed or the title. Provisional sales contracts, property appraiser documents, binders, or letters of intent are not acceptable documentation of ownership.
 - b. Proof of undisturbed use of property and/or building(s): for a specific period of time: This specific period of time must continue for the minimum period listed below and may include up to 6 months prior to the final grant application deadline date:
 - i. Restoration or renovation projects on existing real property – Thirty (30) years.
 - ii. Expansion, additions on existing real property – Thirty (30) years.
 - iii. New facilities – Thirty (30) years.
 - c. Trails on the County's Trails Master Plan/Projects with Land Management Agreements: Ten (10) years with an automatic ten (10) year renewal or a Use Permit may be provided as proof for any trail system that is going to be constructed on another government's right-of-way or property that is not

available for purchase or lease. Trail projects are still required to provide the appropriate period of public use for restoration, expansion and new projects as documented above and are subject to the penalties set in the Restrictive Covenants if the public use period is reduced (Appendix D).

- d. Project Management Agreements on State or Federal Public Land for the purpose of developing an Environmental Learning Center and or experience, or to restore a historic structure shall be for the construction and/or restoration period. The applicant must provide, at a minimum, a letter of intent from the property owner that demonstrates:
 - i. The property owner will agree to a project management agreement for the construction/restoration period and;
 - ii. The property owner has the ability to manage and maintain the property and meet programs/goals identified in their application and;
 - iii. Confirmation that the property owner understands the scope of the project and the commitments of this application. The grantee shall be responsible for submitting required reports, including an annual report for a period of 20 years.
- e. Acquisition Project Requirements: When the application is to acquire real property, applicants will be considered exempt from this ownership eligibility requirement and undisturbed use requirement at the time of application. In the application, the applicant must provide:
 - i. A legal description of the real property;
 - ii. The purchase price;
 - iii. An appraisal by a State Certified or MAI Appraiser if the sale price is greater than \$250,000 (see definition for State Certified and MAI Appraiser, appendix A), or a certified general appraisal including narrative analysis for acquisitions with a sale price of \$250,000 or less (see definition for certified general appraisal, appendix A), and;
 - iv. A notarized letter of intent to sell signed by the property owner. Remember that the Volusia ECHO Program will not reimburse a grantee for an expense that was incurred prior to the execution of the Grant Award Agreement unless the project is a historical or off-beach parking property reimbursement project. Therefore, the purchase (closing on) most real property (an expense) may not take place prior to the execution of the final Grant Award Agreement although a purchase agreement may be negotiated.
 - v. Provide a statement that the grantee will meet the ownership or undisturbed use requirements immediately upon acquisition.
 - vi. To request a check at closing: Applicants must operate on less than \$100,000 per year and the grant request is less than \$150,000. Applicants will be required to include the Restrictive Covenants as part of the closing agreement and must:

1. Demonstrate 10 years of important public service in Volusia County;
 2. Provide three (3) years of Annual Financial Statements; and
 3. Demonstrate they have the means to restore and/or maintain the facility that is being purchased.
- f. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trail Master Plan approved by the County Council or projects on State or Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. Agreements between the owner and applicant shall meet the time period requirements stated in Item 1.5, 2 of this guide. If the Agreement between the owner and applicant is dissolved prior to the end of the time period stated within the Agreement, the grantee shall repay the County in the manner set forth in the Restrictive Covenants, Appendix D, which is also stated in the final ECHO Grant Agreement.

♦ **1.6 FORM – CERTIFICATION OF INFORMATION AND COMPLIANCE**

- ♦ **1.7 FORM – EXCEPTIONAL GRANT REQUESTS (IMPORTANT NOTE: This form is only for those applying an Exceptional Grant)**

❖ **SECTION 2: PROJECT DESCRIPTION**

IMPORTANT NOTE: PLEASE REMEMBER THAT THE PERSON EVALUATING YOUR APPLICATION KNOWS NOTHING ABOUT YOUR PLANNED PROJECT SO DESCRIBE CLEARLY – SELL IT!

♦ **2.1 PROJECT ASSESSMENT**

Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156* to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities.

♦ **2.2 PROJECT DESCRIPTION**

- 1) Describe the project a construction sequence.

♦ **CHART 2.2 (1)(a) CONSTRUCTION ACTIVITY/EXPENSE FLOWCHART**

Description	PSC-7	Apr – June	July – Sept	Oct – Dec	Jan – March	April – June	July – Sept	October	
Land Acquisition/ Donation									
Architectural Svcs, Gen Req., Site Const.	\$10,000								

General Requirements		\$100,000							
ECHO Temp Sign		\$300							
Architectural Svcs.		\$25,000							
Site Construction			\$50,000						
Building Construction					\$250,000				
Parking Lot Location						\$10,000			
Install Playground									
Final ECHO Sign								\$2,500	

- 2) Document how construction design and operational strategies use “green”/sustainable standards. Give a detailed description (not a statement that you will follow local guidelines) on the steps you’ve taken to be environmentally responsible.

Examples:

♦ **CHART 2.2 (1)(b) ENVIRONMENTAL DESIGN ELEMENTS**

Energy Audit	Lighting/Interior
Do-it-yourself Energy Audit	Energy Star approved
Professional Energy Audit	Skylights
Construction Material	Motion Sensors
Insulation Rating	Fluorescent/LED
Recycled/Reused	Programmable System
Flooring	Lighting/Exterior
Low VOC Carpet	Dark Sky approved products
Tile	Motion Sensor
Hardwood from renewable sources	Security Design only
Low VOC Glue	Required Lighting only
Air Handling/HVAC	Fluorescent/LEED
Energy Star approved products	Programmable system
Programmable Thermostats	Paint Stains
Ceiling Fans	Water based acrylic
Equipment	Water based stain
Energy Star approved	Natural finishes

- 3) What is the projected date for this project to be completed and accessible to the public? Each grant must result in a project that is physically open to the public within two years of the grant award. In addition, all projects must be ADA compliant.
- 4) Describe any additional phases planned for this project: If a Standard Grant, the County understands that future phases are conceptual and subject to change. If an Exceptional Grant, please detail the next phase of your project.

◆2.3 DRAWINGS

- 1) Drawings are required by **ALL** applicants. All applicants must submit current drawings and/or excavation plans for the facility, site survey with existing structures and site plans with structures. Maps must be legible, to scale with legends. Vacant land acquisition projects shall include conceptual drawings of improvements to the property, which are to be completed within two (2) years of acquisition. Proposed structures shall include elevations, floor plans and design elements such as landscaping.
 - a. Street Locator Map: Map should indicate the physical location of the project within the local area, it should include road names and should indicate “North” for directional reference.
 - b. Site Plan: Plans should show a building footprint, travel ways, parking, landscaping, etc. Plans should be to scale.
 - c. Preliminary and Schematic Drawings: drawings should show a general model of floor/site plans, showing location of project elements.
 - d. Design and Development Documents: Documents should show more detail, including selection of materials and engineering systems (heating, cooling, etc.) involved. Documents should also have a more detailed cost estimate.
 - e. Construction Documents: Documents should include written and graphic instructions. These documents should be focused on specifications for the project (buildings systems, site utilities, floor plans, elevations, etc.).
 - f. Permanent ECHO Sign Documents: Should include sign design, materials and site placement.

❖SECTION 3: BUDGET DETAIL/MATCHING FUNDS

IMPORTANT NOTE: Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate “Match Code”: UC = unencumbered cash; LM = land match; IK/PSC = in-kind services/previously spent cash with total in “Match” column:

- **UC** – Unencumbered Cash On Hand: cash in the bank, grants from other sources (grants must be awarded with contract executed and funds encumbered), and irrevocable pledges from the applicant organization (pledges must be in the bank before the Grant Review Panel is convened). 50% of overall match must be UC.
- **LM** – Land Match: the documented current market value, sale price or current leasehold value of real property used for the project (property value must be documented by appraisal documents obtained from the Volusia County Property Appraisers Office or a professional appraiser). The property value is set at the time of first use. Once 100% of the property value has been used for ECHO mission purposes it cannot be used again. In addition, if property value has been used to secure other grants (not ECHO) that amount is considered ineligible. LM can be used for up to 25% of total match. Property donated by the County is not eligible for match.
- **IK** – In Kind Services: The documented non-cash contributions provided to the applicant by individuals and non-corporate, non-governmental parties. Contributions may be in the form of the fair market value of goods and services directly benefiting and specifically

identifiable to the project.

- **PSC** – Previously Spent Cash: the encumbrances or cash expenditures completed within the seven (7) year period prior to the application.

IMPORTANT NOTE: USE THE MASTER SPECIFICATION GUIDELINES CHECKLIST IN APPENDIX I TO FILL OUT THE PROJECT DETAIL CHART.

♦ **CHART 3.1 CONSTRUCTION PHASE EXPENDITURES (add rows as needed)**

CONSTRUCTION PHASE EXPENDITURES	UC +	LM+	IK +	PSC =	MATCH	ECHO	TOTAL
General Requirements:							
Mobilization, Waste Collection, etc.	\$5.00				\$ 5.00	\$10.00	\$15.00
Contractor Fees				\$5.00	\$ 5.00	\$ 5.00	\$10.00
Subtotal	\$5.00			\$5.00	\$10.00	\$15.00	\$25.00
Architectural Services:							
Consultant Services	\$5.00		\$5.00		\$10.00		\$10.00
Final Const. Drawings				\$5.00	\$ 5.00	\$10.00	\$15.00
Subtotal	\$5.00		\$5.00	\$5.00	\$15.00	\$10.00	\$25.00
Site Construction:							
Earthwork	\$5.00				\$ 5.00	\$20.00	\$25.00
Parking Lot	\$5.00				\$ 5.00	\$15.00	\$20.00
Landscaping			\$10.00		\$10.00	\$ 5.00	\$15.00
Subtotal	\$10.00		\$10.00		\$20.00	\$40.00	\$60.00
ECHO Signage							
Temporary	\$ 5.00				\$ 5.00		\$5.00
Permanent	\$15.00				\$15.00		\$15.00
Subtotal	\$20.00				\$20.00		\$20.00
PROJECT TOTALS	\$40.00		\$15.00	\$10.00	\$65.00	\$65.00	\$130.00

The list below provides further information of what is eligible as cash match, what is only eligible for match and what is ineligible. If you need any further information, please contact ECHO staff.

♦ **CASH MATCH** (1/2 of total required match must come from available cash or expenditures):

- 1) Unless the project is an eligible Historic or Off Beach Parking Reimbursement project or a trail section of the Trails Master Plan, at least half of the cash match (25% of the 1:1 total match) must be:
 - a. Cash on hand and in the bank dedicated to this project (UC) or;
 - b. Pledges from a government entity, such as a grant, that is payable during the ECHO grant period (UC) or;

- c. Irrevocable pledged dollars from an applicant organization which are guaranteed to be on hand in the bank prior to the Grant Panel Review process (UC) or;
- 2) The balance of the Cash Match (25% of the 1:1 total match) may come from:
 - a. Eligible expenditures of cash by the applicant for the project of this application expended or encumbered within the seven (7) year period prior to the ECHO application deadline (PSC); OR
 - b. Real Property value for a historic restoration or environmental learning project on State or Federal owned land.
- 3) 100% of the cash match may be derived from real property value when the project is a section of the County's Trails Master Plan including real property not owned by applicant. Eligible reimbursement projects may use the purchase price and/or mortgage as 100% Match.

◆MAY BE USED AS MATCH OR FOR ECHO FUNDING:

Additional funding restrictions are stated within the categories below. The following categories are patterned after those funds found in MASTERSPEC; 1998, The American Institute of Architects. Use in your Budget Detail as appropriate. Expenses may include the actual amount to be paid or the value of the in-kind contribution.

1. Architectural/Engineering Services MATCH AND/OR ECHO: Match items may include design work, schematics, design development, engineering, bidding and negotiation, consultant services, surveys necessary to develop the project (boundary, wetland, tree, historical, or archeological), and contract administration. Most architectural services may be used as match if they meet the seven-year match rule with some exceptions, such as feasibility studies. Applicants may use ECHO grant dollars only for final construction drawings that are generated after a grant is awarded and after a Notice to Proceed has been issued by the County to the grantee.
2. Site Construction (Div. 2) MATCH AND/OR ECHO: Items may include building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, termite control, exterior irrigation systems, earthwork, landscaping, and parking surfaces.
3. Concrete (Div. 3) MATCH AND/OR ECHO: May include cast-in-place concrete, architectural cast-in-place concrete-form work, structural pre-cast concrete, and special concrete toppings/finishes.
4. Masonry (Div. 4) MATCH AND/OR ECHO: May include unit masonry, stone masonry veneer, restoration and cleaning, and glass masonry assemblies.
5. Metals (Div. 5) MATCH AND/OR ECHO: May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.
6. Wood and Plastic (Div. 6) MATCH AND/OR ECHO: May include rough carpentry, finish carpentry, interior/exterior architectural woodwork, panel-work, or plastic fabrications.
7. Thermal and Moisture Protection (Div. 7) MATCH AND/OR ECHO: May include

- waterproofing, fireproofing, shingles and roofing, siding, and sealants.
8. Doors and Windows (Div. 8) MATCH AND/OR ECHO: May include steel, wood, glass and aluminum doors, frames, automatic or revolving doors, steel, wood, glass, and aluminum windows, decorative or mirrored glass and door and window hardware.
 9. Finishes (Div. 9) MATCH AND/OR ECHO: May include plaster, sheathing, ceramic tile, wood/brick flooring, carpet, paint and wall coverings. Acoustical treatments such as panel or tile ceilings apply only to theatres, performing art centers, auditoriums or science centers.
 10. Specialties (Div. 10) MATCH AND/OR ECHO: Match items may include louvers and vents, permanent signs, lockers, metal storage shelving, partitions, and mobile storage units. ECHO may fund 100% of permanently installed educational interpretive signs.
 11. Equipment (Div. 11) MATCH AND/OR ECHO: Eligible Match or ECHO items may include such items as theatre and stage equipment and playground equipment that is permanently installed. **IMPORTANT NOTE:** Do not include expenses for office equipment in the ECHO or Match columns. Match funds that are spent on these items must be directly related to project public use such as computer equipment used to educate the public and not be administrative.
 12. Furnishings (Div. 12) MATCH AND/OR ECHO: Eligible Match or ECHO items may include casework and theatre seating or other items required for public use. **IMPORTANT NOTE: Do not include expenses for office furniture, window treatment hardware, or louver blinds in the ECHO or Match column.**
 13. Special Construction (Div. 13) MATCH AND/OR ECHO: May include X-ray protection and metal building systems.
 14. Conveying Systems (Div. 14) MATCH AND/OR ECHO: May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.
 15. Mechanical (Div. 15) MATCH AND/OR ECHO: May include pumps, motors, interior fire protection sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.
 16. Electrical (Div. 16) MATCH AND/OR ECHO: May include wires, cables, transformers, switchgear, panel-boards, fuses, disconnect switches, circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems and lighting control equipment.

♦ **MAY BE USED AS MATCH BUT NOT FOR ECHO FUNDING:**

1. Expenditures for eligible items made prior to the execution of the Grant Award for the subject project of this application, unless the project is a Historic or Off Beach Parking Reimbursement;
2. Expenditures for architectural, engineering, and other technical services necessary to initiate the project, (construction drawing expenses incurred within the grant period, relative to the project phase which is funded, are permitted);

3. Environmental remediation or code compliance expenditures needed to complete an eligible project;
4. Level 1 only of environmental assessments;
5. Applicant organizations operating on less than \$200,000.00 annually, averaged over a three (3) year period may use up to \$7,500.00 of the expenditures for a grant writer.
6. Not-for-Profit organizations operating on less than \$200,000.00 annually, averaged over a three (3) year period, may use expenditures for Agreed Upon Procedures, Certified Audits, or Reviews necessary for applying to ECHO as PSC cash match. If the same audit/review is used for two grant periods, its use as match is limited to the year an initial grant is awarded;
7. When the grantee is acting as the general contractor, hourly wages of employees who work directly on physical construction of the project (not administrative), less benefits, are eligible for match only. Work and expenses must be clearly documented on a spreadsheet as it pertains to the project. Back-up required by the County will include at a minimum location of work, type of work, date/time recorded daily, and record of payment less benefits.
8. Expenditures for temporary ECHO sign.
9. Expenditures for permanent ECHO sign.

♦MAY NOT BE USED FOR MATCH OR ECHO FUNDING:

1. Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch, and State agencies;
2. Fundraising, private entertainment, food, beverages, plaques, awards or scholarships;
3. Projects which are restricted to private or exclusive participation, including restricting access based on sex, race, color, religion, national origin, disability, age, handicap, or marital status;
4. Debt reduction unless the project is a Historic or Off Beach Parking Reimbursement Project;
5. Loans or borrowed funds are not eligible unless the project is an eligible Reimbursement Project;
6. Endowments may not be used as match;
7. Operational support (i.e., organizational salaries, programs, travel, supplies, furniture, fixtures, and equipment);
8. Permit preparation or fees with the exception of a level one environmental study;
9. Maintenance;
10. Legal fees or taxes;
11. Feasibility studies and conceptual drawings;
12. Projects whose main purpose is to provide environmental remediation or code compliance;
13. Contingency fees;
14. Match from a County source unless the County is the applicant;
15. Revenue from bond issues that have not been passed (approved) at the time of this

application;

16. Expenditures from tax increment financing districts or community redevelopment agencies unless pre-approved by the County Council for a project with County wide economic impact;

◆3.2 MATCH DOCUMENTATION

1. Provide official documentation of Match:

- a. Unencumbered Cash (UC):

- i. Current bank statement or Copy of signed/executed resolution including pledged dollar amount, project name and date funds will be available.
- ii. Funds from grant awards used for match, that have not been previously expended, may be used for unencumbered Cash Match and be provided throughout the ECHO grant period and are not required to be in the bank prior to issuance of a Notice to Proceed by the County. Government grants must have an executed grant document. If the applicant is using the unspent portion of a grant for unencumbered cash match, the applicant must provide an official document showing the remaining grant balance that is available for this project. Potential grants, that you have applied for are not eligible match but may be mentioned in narrative.

- b. Irrevocable Pledges:

- i. Notarized letter stating the pledge amount, the purpose of the pledge and the date the funds will be made available. Funds must be in the bank prior to the Grant Review Panel.

- c. In-Kind Services/Previously Spent Cash (IK/PSC):

- i. Previously Spent Cash must have been spent no more than seven (7) years prior to the application deadline and must have been spent on eligible items (see the list above).
 1. Copies of the work order, the invoice and the front and back of the canceled check are required for each purchase.
- ii. In-Kind Services (IK): An itemized list of products or services including:
 1. Name of person or organization making the in-kind donation.
 2. Description of the goods and/or services donated.
 3. Fair market value of the in-kind contributions including total value of the goods/services, value amount of the donation and basis for determination of the value.
 4. Date the donation was/will be provided for the project.
- iii. Future in-kind donations must be supported by a notarized letter.
- iv. Previously provided in-kind service or product donations do not require backup in this application other than the list (see c.ii); however, official documentation must be available for review upon request by the County or the ECHO Advisory Committee.

d. Land Match (LM):

- i. Trails of the County's Master Plan, projects on State or Federal land and property donated by the County are not eligible for match.
- ii. If you are an applicant operating on more than \$100,000.00 a year and the property was purchased or donated within the seven (7) years prior to the deadline of the application, you may use real property value for up to ½ of the required cash match. A copy of the deed and a copy of the appraisal must be provided.
- iii. If you are an applicant operating on less than \$100,000.00 a year and are requesting \$150,000.00 or less in ECHO funds, you may use up to 25% of the purchase price or real property value no matter when the property was purchased or donated. A copy of the deed and a copy of the appraisal must be provided.
- iv. The total value of the real property, for the purpose of Match, is set at the value documented in the application whereby an initial grant is awarded to the project site. Applicant may use real property as Match for more than one project, but only up to the value documented at the time of first use.
- v. Property already used as Match for a grant other than ECHO is considered encumbered and is not eligible for use as Match for ECHO projects.
- vi. In the case of Real Property with large tracts of land with multiple uses, including non-ECHO eligible property, only the value of real property needed for the ECHO capital project and adjacent property required for access (including parking) and for reaching programming goals may be used for match.
- vii. Acquisition projects and Historic or Off-beach Parking Reimbursement Projects, requesting funds from ECHO for projects with a sale price of greater than \$250,000.00, must provide an appraisal by a State Certified Appraiser or a Member of the Appraisers Institute. If the project sale price is \$250,000.00 or less, an appraisal by a certified general appraiser must be provided.
- viii. Historic Reimbursement or Off-beach parking Reimbursement Projects may use mortgaged funds as match. If the grant amount is less than the actual purchase price, the balance of the purchase price (even when mortgaged) may be used as 100% of the required match. When a mortgage for an eligible Historical or Off Beach Parking Reimbursement project is used as match, the interest paid on the mortgage is considered to be the "cost of doing business", and may not be used as match.
- ix. The acquisition value and/or fair market value of real property, provided for the purpose of a historical restoration and/or environmental learning project on State or Federal land, may be used in lieu of up to 50% of the required cash match and 100% of the other match (or 75% of the total

required match) regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management was initiated, but may be used only once as match.

- x. The acquisition value and/or fair market value of land provided for the purpose of a trail project of the County's Trails Master Plan, including land not owned by the applicant, may be used for 100% of the match regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match. The applicant is reminded that ECHO is a reimbursement grant program. The applicant must discuss the ability to initiate the reimbursement program.
- xi. For any linear trails crossing large tracts of land, the value will reflect the value of the total land available for public access. In lieu of using actual acquisition value of land for match, the value may be determined by the Property Appraiser value or a general appraisal by an independent.
- xii. The current annual fair market value of an unencumbered lease may be used as match as demonstrated with a State Certified or MAI appraisal.

❖ **SECTION 4: OPERATING FORECAST DETAIL**

◆ **4.1 OPERATING FORECAST NARRATIVE**

1. Compose a narrative explaining the use of the facility/project and relating costs: include needed staff, required maintenance and what new programs will be added. This is another opportunity to clearly explain your project and the programs that you'll be adding.
2. Provide Business Plan, Feasibility Study and Marketing Plan.
3. List a fee schedule or state "No fees will be charged" (schedule should include members, non-members, reduced prices, etc.). Projects that receive ECHO funding may not discriminate in the schedule of fees or other terms of use of the facility based on residential location of users who reside in Volusia County. Projects that receive ECHO must be accessible to all of the public, no "members only" projects are eligible for ECHO funding.
4. Describe Maintenance and Replacement Plan: All equipment eventually breaks down and needs to be replaced. Describe your plan to handle this situation and explain where the funds will come from. Remember that ECHO does not fund maintenance projects so this responsibility will be used.

◆ **4.2 FISCAL STABILITY**

1. Fill out Form 4.2 Business Information
2. Has this organization defaulted on any grant in the past five (5) years? If so, please explain.

◆4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES**IMPORTANT NOTE: Insert the appropriate required documents**

- **COUNTY OF VOLUSIA BUDGETED ORGANIZATIONS AND MUNICIPAL GOVERNMENTS:**

1. Shall provide the Basic Financial Statement under GASB 34. (*Not the full document*)
2. Shall submit a Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
3. Shall submit a Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement. If no response letter was needed, make that statement here.
4. Shall submit an Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

NOT-FOR-PROFITS: *The required financial information for a Not-for-Profit is determined by the grant request amount and by the annual operating revenues or expenses of the applicant.*

- **A NOT-FOR-PROFIT ORGANIZATION WITH:** Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline of \$500,000.00 or greater must provide:

1. A Certified Financial Audit of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
2. A Management Letter which is part of the audit.
3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
4. Their most recent Month-End Financial Statement.

- **A NOT-FOR-PROFIT ORGANIZATION WITH:** Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline less than \$500,000.00 and greater than \$250,000.00 must provide:

1. A Financial Statement Review of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
2. A Management Letter which is part of the review.
3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
4. Their most recent Month-End Financial Statement.

- **A NOT-FOR-PROFIT ORGANIZATION WITH:** Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline less than \$250,000.00 must provide:
 1. An Agreed Upon Procedures as defined in Appendix E.
 2. Their most recent Month-End Financial Statement.

❖ **SECTION 5: SUPPORTING DOCUMENTS**

- **NOT FOR PROFIT ONLY:**
 1. Attach official IRS letter granting Not-for-Profit 501(c) (3) status in Florida.
 2. Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.
- **UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:**
 1. Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects.

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1 – 4.

❖ **APPENDICES** ❖

A – APPLICATION DEFINITIONS

B – EXCEPTIONAL PROJECTS REQUIREMENTS

C – SAMPLE ECHO GRANT AGREEMENT

D – EXAMPLE OF REQUIRED ECHO SIGNS

E – AGREED UPON PROCEDURES

F – SAMPLE OF RESTRICTIVE COVENANTS

G – SAMPLE OF QUARTERLY REPORTS

H – SAMPLE OF ANNUAL REPORTS

I – MASTER SPECIFICATION GUIDELINES CHECKLIST

❖ APPENDIX A – APPLICATION DEFINITIONS ❖

❖ ECHO PROJECT CATEGORIES ❖

ENVIRONMENTAL/ECOLOGICAL PROJECT (Category “E” of ECHO) means a site, building, or facility that provides access to an environmental/ecological experience by the public.

CULTURAL PROJECT (Category “C” of ECHO) means a site, building, or facility which shall be designed specifically for the programming, production, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, public media, and includes historical and science museums.

HISTORIC/HERITAGE PROJECT (Category “H” of ECHO) means a site, building, or facility which utilizes its own and other historical resources to provide historical and/or heritage opportunities to the public and/or the facility is eligible to be registered as a significant historic facility by Federal, State, or Local government and provides ECHO related programming by an ECHO eligible applicant. (Please see Historic Reimbursement Projects in the General Definitions section that follows.)

OUTDOOR RECREATION PROJECT (Category “O” of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supports use by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds and other facilities that provide for outdoor recreational activity. It can also include capital facilities that support outdoor recreational use such as: bathrooms, parking areas, pavilions, signage and other similar amenities.

❖ GENERAL DEFINITIONS ❖

ADVISORY COMMITTEE means the nine (9) member Committee appointed by the County Council to oversee the ECHO program and make recommendations for funding of the ECHO grant dollars to the County Council.

APPLICANT means a qualifying 501(c) (3) organization incorporated in the State of Florida with its principal office located in Volusia County, a municipality of the County of Volusia, or a budgeted organization of Volusia County Government.

ASSESSED VALUE OF PROPERTY means an annual determination by the Volusia County Property Appraiser of the just or fair market value of a property.

BUDGET means the organization's unrestricted operating revenue.

CASH ON HAND means unencumbered cash dedicated to the ECHO project listed in the application.

CERTIFIED GENERAL APPRAISAL means a narrative appraisal, including a written analysis, opinion, or conclusion issued by an appraiser relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property and includes a report communicating an appraisal analysis, opinion or conclusion of value regardless of title.

CERTIFIED FINANCIAL AUDIT means an examination of financial statements to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and governmental auditing standards. (These audits should include a Management Letter and a Response Letter).

COUNTY COUNCIL means the seven (7) elected members of the Volusia County Council.

COMPLEX means a building or multiple buildings on the same site that share infrastructure or supporting facilities, amenities, signage or designation, or has other attributes of actual or perceived linkage.

ECO TOURISM means responsible travel to natural, historical, cultural, and outdoor recreational areas that conserves the environment and sustains the well-being of the local people while providing a quality experience that connects the visitor to the unique assets of Volusia County (based on the Florida Commission on Tourism's Eco-tourism/Heritage Tourism Advisory Committee definition).

ENCUMBRANCE PERIOD means the period during which County ECHO dollars must be obligated to pay for the project expenses.

ENVIRONMENTAL ASSESSMENT LEVEL I means appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice and the provisions of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-05 (American Society for Testing and Materials). Information concerning CERCLA regulations may be found on the EPA website at: <https://www.epa.gov/laws-regulations/summary-comprehensive-environmental-response-compensation-and-liability-act>
An overview of the scope of ASTM E1527-05 may be found at: <https://www.astm.org/DATABASE.CART/HISTORICAL/E1527-05.htm>

ENVIRONMENTAL/ECOLOGICAL EDUCATIONAL means a process that leads to responsible individual and group actions. It should enhance critical thinking, problem solving, and effective decision-making skills. It also should engage and motivate individuals, enable them to weigh various sides of an environmental issue, make informed and responsible decisions and take appropriate actions (based on the League of Environmental Educators of Florida Definition).

EXCEPTIONAL PROJECT means a project of paramount and crucial County-wide importance which provides services to (significant) large numbers of people in all areas of the County as demonstrated and determined by a three-fourths (3/4) majority of the ECHO Committee (up to 9 members) and a majority of the County Council (4 of 7).

FEES means the financial sum charged by the applicant to the public for use of or entrance into the facility for which the applicant is applying for funds. Fees may include resident and non-resident charges, professional and non-profit charges.

FINANCIAL STATEMENT REVIEW means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP or, if applicable, OCBOA (Other Comprehensive Basis of Accounting). All audits and reviews of not-for-profits and governments must include a Management Letter and a Response Letter.

FISCAL STABILITY means the financial results of operations, available resources, and the organization plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances.

FURNITURE AND EQUIPMENT means items that are not used for public purposes and are generally used for the administration of the building. (Examples: Tables, chairs, and computers which are used for administrative purposes, equipment that is leased, desks and other office equipment which are used for administrative purposes, refrigerators, rugs, planters, books, etc.).

GRANT PERIOD means the time period in which grant funds are used for the project as set forth in the grant agreement.

IN-KIND CONTRIBUTION means the documented fair market value of non-cash contributions provided by the grantee or third parties that consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LEED Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accented tools and performance criteria.

LEASE means a contract that conveys unconditional use of real property for a specific period of time. The minimum period of time shall be consistent with requirements set forth in Section 1 and the required length of the lease shall be determined from the Final Application Deadline date.

LEARNING CENTER means a building that shall be used to provide educational or learning opportunities to the public and will serve as a center for research focusing on Volusia County's environmental/ecological, cultural, historical/heritage, and/or outdoor experiences.

MAI CERTIFIED APPRAISER means an appraiser who has completed the necessary training to achieve Membership in the Appraisal Institute.

MAINTENANCE is providing care, upkeep, repair, or support of a physical piece of property. Maintenance expenditures are NOT allowed to be used for ECHO or Match dollars.

MANAGEMENT LETTER is a formal, written document that conveys the CPA's findings and observations about particular aspects of the client's business. It may describe certain procedures that the CPA performed in an engagement and identify ideas and recommendations that can improve the entity's operations (The management letter should address issues related to the client's accounting systems, procedures, and reports/issues, such as internal control environment, procurement practices, accounting policies, procedures, and financial reporting practices. The management letter might also be expanded to cover other observations).

MASTER TRAIL PROJECT means a specific segment of the Trail Master Plan that was approved by the County Council.

MATCHING FUNDS means the value of in-kind or cash contributions provided by the applicant designated solely for the project. For every ECHO dollar the County provides for the project, the applicant will provide at least one dollar as match. Of these matching funds, at least 25% must be unencumbered cash in the bank (see pages 32, 39, and 42 for more detail).

MEASURED GOALS AND OBJECTIVES means a set of specific qualified and quantifiable accomplishments that can reasonably be anticipated to be achieved by the project and will be used for comparison to the expressed bases, standards, and criteria of the ECHO program.

MONTH END FINANCIAL REVIEW the performance of inquiries and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP (Generally Accepted Accounting Principles).

NEW APPLICATION means an application that has not previously been recommended for funding or an application for which funding has been recommended, but requires a major change in

project scope of venue. A new application must be submitted by the final grant application deadline.

NEW CONSTRUCTION means adding a facility for the purpose of meeting the goals of this grant program to a property where no building previously existed or for the purpose of establishing an ECHO agreement period may also mean a substantial expansion or renovation that results in a significantly new public experience.

PAYMENT & PERFORMANCE BOND means surety insurance issued by a quality rated insurer authorized to issue in the face amount of the bond in the State of Florida, which guarantees the execution of the work under the construction contract.

PERMITS includes any building, zoning, use, excavation, fill, surface water, utility, or other official action of Federal, State, Regional or local government having the effect of permitting development of land.

PLANNING means the preliminary development of architectural, engineering and other technical services necessary to carry out the project.

PROJECT means the acquisition, construction, renovation, and/or improvement of buildings and appurtenances, site improvements (such as driveways, parking facilities, storm-water management facilities, landscaping, signage, and pedestrian facilities), and mandated off-site improvements that meet the requirements of an eligible ECHO project for the use and benefit of the public. This definition specifically excludes furniture, fixtures, and equipment.

PROJECT AGREEMENT means an executed contract between Volusia County and a project sponsor setting forth mutual obligations regarding an approved ECHO funded project.

RE-GRANTING means using ECHO grant monies to fund grants to be given by the ECHO grantee to another entity including a related or affiliated entity.

REHABILITATION means the act or process of returning a site or property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

RENOVATION means the act or process of giving a property a state of increased utility or returning a property to a state of utility through repair, addition, or alteration that makes possible more efficient use.

RESPONSE LETTER is written by the client in response to the CPA's management letter. The response should be a written statement of explanation or rebuttal concerning the deficiencies or

recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

RESTORATION means the act or process of accurately recovering the form and details of a site or property and its setting as it appeared at a particular period of time by means of the removal of later work or by replacement of missing early work. Restoration of projects receiving ECHO funds shall be completed by architects, contractors, and tradesmen having particular skill and sensitivity for handling historic building materials with care and attention to preservation and quality of details. Additionally, projects will be restored based on the Secretary of the Interiors' Standards. <https://www.nps.gov/subjects/historicpreservation/standards.htm>

STANDARD PROJECT means a project, which can be completed, including the grant and match, expended and the project be opened to the public within 730 days following the execution of a grant agreement.

TWENTY-YEAR MATCH PERIOD means the twenty-year period prior to the final application deadline from which the applicant may derive some of the required match.

UNDISTURBED USE means that the building to be renovated, expanded, or constructed and the site of such building will be owned by, or will be under lease to, the applicant by the date of the application submission and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project for a minimum length of time as required.

❖ APPENDIX B – EXCEPTIONAL PROJECT REQUIREMENTS ❖

IMPORTANT NOTE: Applicants applying for an Exceptional grant, in addition to completing standard requirements, must comply with the application requirements that follow:

◆EXCEPTIONAL PROJECT means a project of paramount and crucial County-wide importance, which provides for receipt of services by significantly large numbers of people in all areas of the County as demonstrated and determined by a three-fourths (3/4) majority of the appointed ECHO Committee (up to nine (9) members) and a majority of the County Council (four (4) of seven (7)).

◆FUNDING AMOUNTS/CAPS AND RESTRICTIONS

1. GRANT FUNDING AMOUNTS AND MATCH:

- a. Exceptional project applicants may request up to \$600,000.00 annually for up to three (3) consecutive years. The applicant must provide a four to one (4:1) match. Fifty percent (50%) of the match must be Cash Match and up to half ½ of the Cash Match may come from PSC, IK or LM.

2. FUNDING CAPS AND RESTRICTIONS:

- a. Projects or facility complexes may not receive multiple Exceptional Awards that total more than the maximum allowed for a single Exceptional Award. The cap for their request is set annually by the County Council. For example, if a facility received an Exceptional Award of \$700,000.00 in 2012, it may submit one or more exceptional requests in the future and receive up to another \$1.1 million since the current maximum Exceptional Award is \$1.8 million. Another example would be when a complex received an Exceptional Award of \$800,000.00 during the year the maximum was \$2.4 million the complex would only be able to request \$1 million, reflecting the current maximum allowed.
- b. If the maximum Exceptional Award is received in a single awarded grant, the project or facility complex may not request another Exceptional grant award throughout the life of the ECHO program even if it is for a substantial expansion of the facility. The project may receive standard grants until reaching the \$2.4 million lifetime cap, or, if there is a substantial expansion and if approved by the County, future applications may be submitted until awards reach the \$4.8 million cap.

3. PROJECT SUPPORT PERIOD AND ENCUMBRANCE:

- a. The date of required public access will be within two years following the last anniversary of the Exceptional award. Example: The Exceptional award is \$1.8 million (\$600,000.00 for three (3) years) and awarded in March 2017. The first \$600,000.00 is available immediately and then again

in March 2018 and 2019. Public access is required March of 2021.

- b. Grant and Match funds are to be encumbered annually at a four to one (4:1) ratio for three consecutive years. Encumbrance and Construction period extensions are available under the same conditions as a standard grant.

◆FUNDING AMOUNTS/CAPS AND RESTRICTIONS

1. The Grant Review Panel will review all applications at the same time and will determine if a project meets the Exceptional Project criteria by a three-fourths (3/4) majority vote of appointed members prior to the project ranking process (see definition for Exceptional Project above and in appendix A). This initial determine does not rank the project.
2. The project is scored in the sequence it was received by the County with the other applications and must rank as one of the top two (2) projects in order to maintain Exceptional Project status.
3. If the Grant Review Panel determines that the project does not meet the Exceptional Project definition or the project does not rank in the top two projects, the grant request amount will automatically be reduced to the maximum standard amount available for non-Exceptional projects and the match will return to the standard one to one (1:1) match.

❖ APPENDIX C – SAMPLE ECHO GRANT AGREEMENT ❖

County of Volusia ECHO Grants-in-Aid Application Guide

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Community Services Department has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. xx-xx, a project of the _____, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the _ grant cycle, the County of Volusia shall designate funds not to exceed \$____, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as “Exhibit A”, (Grantee’s application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in “Exhibit A” and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon the Grantee providing:
 - A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Exhibit B - explaining encumbrances and expenditures and project status report).
 - Not for Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in “Exhibit C” (ECHO application guide).
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the grant application guide (Exhibit C). The ECHO funds and all cash match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365-day period. Extensions beyond the 730-day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the Parks, Recreation and

Culture ECHO Program Coordinator prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in "Exhibit A." All major deviations and/or major changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Coordinator. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee fully understands its obligation to maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in exhibit A for a period of **40** years.
9. The Grantee fully understands that there will be no reimbursement for obligations or expenditures made prior to the execution of this agreement or after the agreement has ended unless the project is a Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to "Exhibit A" which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice to Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in "Exhibit A."
12. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4' x 8' exterior sign shall be placed in a prominent public location. See "Exhibit D" for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See "Exhibit E" for design, wording, and material.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Coordinator for approval. The ECHO Program Coordinator will respond in writing within 14 days after receipt of the Grantee's written request.
13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as "Exhibit F," the Restrictive Covenants.

15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.
18. Trails and projects on public lands not owned by the applicant: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or the project is deconstructed or no longer available for public use for the time period required based on the type of project (section 1.5, 2 in the ECHO Guide), the grantee shall repay the County in the manner set forth in the Restrictive Covenants, as shown in section 1.6 of the ECHO Application Guide, section 3.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this ____ day of _____.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

By: _____

ATTEST:

By: _____

GRANTEE SIGNATURES

WITNESSES (Two):

Signature Witness

Printed Name of Witness

Signature Witness

Printed Name of Witness

GRANTEE

Name of Organization

Signature Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

❖ APPENDIX D – EXAMPLE OF REQUIRED ECHO SIGNS ❖

EXAMPLE: TEMPORARY SIGN

		
	COUNTY OF VOLUSIA & (GRANTEE) Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program (Project Name) / (Project Type)	

Required minimum 32 sq. ft. wood sign

EXAMPLE: ECHO GRANT COMPLETION SIGN

- Required size: 8 sq. ft.
- Material: bronze, engraved granite or bronze finish of aluminum.
- Permanently installed in a prominent, highly visible location.
- Final Design and installation site must be approved at the time of application.



The Volusia ECHO Grant Program
was approved by Volusia County
citizens November 2000, to construct
environmental, cultural, historical,
and outdoor recreation projects.

<Year of Award>



The Volusia ECHO Grant Program was approved by Volusia County citizens
November 2000, to construct environmental, cultural, historical, and outdoor
recreation projects.

<Year of Award>

❖ APPENDIX E – AGREED UPON PROCEDURES ❖

A GUIDELINE FOR AGREED-UPON PROCEDURES ATTESTATION SERVICE FOR THE VOLUSIA COUNTY ECHO GRANTS-IN-AID PROGRAM

1. **PURPOSE:** An agreed-upon procedures engagement is one in which a practitioner is engaged by a client to issue a report of findings based on specific procedures performed on a subject matter. The purpose of this guideline is to provide direction to the Certified Public Accountants (CPAs) conducting agreed-upon-procedures attestation services for an ECHO grant (ECHO) applicant. These engagements are to review and verify the documentation submitted by the ECHO applicant to the County of Volusia (VC) for tax credits (ECHO Application) and to provide an attestation report of the result of the review procedures conducted. Please note that this guideline is intended to provide reference information to the CPAs, as well as the ECHO applicant, in the engagement of agreed-upon procedures attestation services. Therefore, the CPAs are permitted to use more rigorous procedures than provided in this guidance if agreed upon by the CPA and the ECHO applicant.
2. **STANDARDS:** The CPAs engaged in conducting an agreed-upon procedures attestation for the ECHO program are responsible for ensuring that all activities are performed in accordance with the professional standards established by:
 - a. American Institute of Certified Public Accountants (AICPA)
<https://www.aicpa.org/research/standards.html>;
 - b. Florida Statute Title XXXII
https://www.flsenate.gov/Laws/Statutes/2018/Chapter481/PART_II/;
 - c. Florida Board of Accountancy
<https://www.ficpa.org/content/CPAResources/FloridaLicensure/FLBOA.aspx>
3. **ACTIVITIES:** A CPA conducting the agreed-upon procedures attestation services for the ECHO applicant shall:
 - a. Establish an understanding of the ECHO program administered by Volusia County and the services to be performed for the ECHO applicant. The work shall be properly planned and reviewed to ensure the objectives of the engagement are achieved.
 - b. Conduct an adequate review and verification of the documentation to be submitted by the ECHO applicant to Volusia County for its grant.
4. **REPORTING:** CPAs engaged in performing ECHO application services shall provide an attestation report to the ECHO applicant. A copy of the CPA's report shall be submitted to Volusia County with the ECHO Grants-in-Aid application. This report shall conform to the AICPA Standards of Reporting regarding agreed-upon procedures engagements. The illustrative report presented below may be used as a reference for a CPA's report.

EXAMPLE:**Independent Report on Applying Agreed-Upon Procedures**

We have performed the procedures enumerated below, which were agreed to by the ECHO applicant, XXX, Inc., solely to assist them with the filing of a Grants-in-Aid Application (the “ECHO Application”) related to XXX, Inc.’s project with the County of Volusia (VC) for the calendar year (beginning January 1, 20XX, and ending December 31, 20XX). XXX, Inc.’s management is responsible for the filing of an ECHO Application related to XXX, Inc.’s project with VC. This agreed-upon-procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

- We observed the IRS determination letter verifying the entity is exempt from taxation under Code Section 501(c) (3).
- We verified the current filing of the Form 990, Annual Return of Organization Exempt from Income Tax.
- We verified the entity’s status with the Florida Department of State, Division of Corporations as currently being active.
- We verified the entity’s actual ownership of the real property on which the project will be constructed.
- We observed sufficient documentation substantiating the outstanding mortgage balance on the project property.
- We reviewed the real estate appraisal to verify the value used in the match calculations.
- Describe, in general, the accounting system used in preparing the entity’s financial statements.
- Describe the process by which the entity accumulates the volunteer hours that will be used in the match calculations. Verify the amount was calculated using the hourly rate determined by the Independent Sector. <https://independentsector.org/news-post/the-new-value-of-volunteer-time/>
- For previously spent cash match, we traced the amounts to the supporting invoices and cancelled checks.
- Observe the existence of cash used in the match calculation to ensure availability on the date the application is submitted for critical review.
- For the donated goods and services match, we traced the amounts to the supporting invoices and other appropriate documentation.
- We obtained a representation letter from XXX, Inc.’s management confirming it made available to us all relevant information and is responded fully to all inquiries made by us during the engagement.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not

express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of XXX, Inc., and the County of Volusia and is not intended to be used by anyone other than those specified parties. *

<signature>

<date>

*Note: CPAs and ECHO applicants using this guideline should note that Florida has a very broad public records law (see Chapter 119, F.S.) and that all ECHO Applications received by Volusia County are available for review and copying by the public (with the exception of individual social security numbers, which are redacted before applications are reviewed or copied.)

❖ APPENDIX F – SAMPLE OF RESTRICTIVE COVENANT ❖

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and <grantee organization>, hereinafter referred to as "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public used specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee, and any successors in interest, agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of two (2) divided by the number of years in the time period times each year past the mid period of the effective time period times the grant amount. For instance, if the effective period is for Thirty (30) years and the violation occurs after the twentieth anniversary, the County shall be entitled to return of fifty percent (50%) of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award

Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.

5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, (SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY) the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

❖ APPENDIX G – SAMPLE OF QUARTERLY REPORTS ❖



**COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT
QUARTERLY PROJECT STATUS REPORT FORM**

INSTRUCTIONS: Fill out all information and return this form to the ECHO department by email to jmarcum@volusia.org. You may type your answers directly into this document. If you are submitting a budget change request, all forms must be signed and sent to Jill Marcum at jmarcum@volusia.org.

For 2019/2020 Reporting Period (please check one:

Quarter 1	☐	January 1 – March 31	Due April 15
Quarter 2	☐	April 1 – June 30	Due July 15
Quarter 3	☐	July 1 – September 30	Due October 15
Quarter 4	☐	October 1 – December 31	Due January 15

Grant Number: _____ Name of Organization: _____

Name of Project: _____

1. The completion percentage of the project design is ____%, construction is ____%
2. In a narrative explain what progress has been made since last quarter.
3. Y or N – Has there been a change in the construction timeline since last quarter? If so, attach a chart that shows the old timeline compared to the new timeline, and a narrative explaining why the change was necessary and what the differences will be.
4. Y or N – Has there been a change in the project information (description or scope of the project) since last quarter? If so, please explain.
5. Y or N – Has there been a change in the budget detail? If so, complete the Budget Request Change Form found at www.volusia.org. Include a cover letter officially requesting the County to approve the change and send to Jill Marcum at jmarcum@volusia.org before you proceed with construction.
6. Y or N – Has there been a change in the design of the project? If so, you must provide a drawing showing the change (current vs proposed) and a cover letter officially requesting the County to approve the change before you proceed with construction.

Signature of Grant Project Contact

Date

❖ APPENDIX H – SAMPLE OF ANNUAL REPORTS ❖



**COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID
ANNUAL REPORT FORM**

INSTRUCTIONS: You have received this letter because your project is complete. Please fill in the contact information and complete all the questions below. Annual reports track from July 1 to June 30 of each year.

This Annual Report meets the reporting requirement set forth in the ECHO Grant Agreement. This report is due to the ECHO office on or before July 15 XXX.

You may email the completed form to jmarcum@volusia.org. Should you have any questions, please contact Jill Marcum at 386-736-5955.

Grant #:	Mailing Address:
Facility Name:	Email:
Site Address:	Phone #:
Name of person completing this report:	

1. HOURS OF OPERATION/PUBLIC ACCESS:

- Is the facility fully open to the public (yes/no)? If not, state the reason and when you plan to open (month/year)
- What are the regularly scheduled days/times this facility is open (do not include special events)?
- Are the regularly scheduled hours of operation seasonal (yes/no)? If yes, state the time periods your facility was closed.

2. PROGRAMS:

- Does your facility offer classes or other scheduled programming (yes/no)? If yes, please explain in the space below or attach a schedule to this form, including the age group(s) your programming serves.

Year of report	
----------------	--

- How many special events were held (festivals, tournaments, community meetings, weddings, or other events)? Of the total, what number was ECHO related?

Year	# Total Events	# ECHO Events

3. **POPULATION SERVED:** for this section, include only ECHO related events/programs.

Due to the varied nature of the ECHO facilities, staff has developed a preferred methodology of determining population served. These methodologies are listed in order of preference by the ECHO staff with the most accurate listed first and the least accurate listed last. You will use the methods listed here to answer questions 1 – 4 of this section. If you have any question as to which method to use or which table to use for your facility, please do not hesitate to call the office to discuss your options. Include only ECHO related activities held at the project facility in your customer counts.

- a. Admission, Ticket Sales, Clicker Count, Registration (Table A)
- b. Members/League (Table A and/or Table B)
- c. Sign-in Sheet (unattended) (Table A)
- d. Scheduled Periodic Head Count (4 times per year) (Table C & A)
 - i. Outdoor Active Parks should include players in all leagues scheduled for play at your facility in Table B. All spectators entering the complex and special event customers should be accounted for in Table A under “Event Attendees”. Private rentals should be included under “Event Attendees”.
 - ii. Outdoor Passive Parks, Beach Parks, and Trail Facilities should pick the busiest day/hour for each quarter (January, April, July and October). Use a similar day/time each quarter, such as the 1st Wednesday from 1 p.m. to 2 p.m. These counts should be averaged for the quarter and used as a daily count for all days the facility was open to the public during that quarter (Table C). If the facility rented space for events or for a festival, put those counts in Table A under “Event Attendees”.
- e. What method(s) do you use to track the number of customers coming into your facility from the list above?
- f. Determine your customer count using tables A, B, C, or a combination (if appropriate) and put the total customers in space labeled “Box D”. Please read all tables before beginning in order to better understand this section. Only provide counts relative to ECHO related events.

Table A	Memberships		Walk-ins (non-members)		Special Event Attendees (non-members)		Total
Year XXXX		+		+		+	

(Treat tour groups as walk-ins)

Outdoor Active Sports Parks (add more rows as needed)

Table B	League Type	# Memberships		Plays Per Month		# Months Played		Total
XXXX – XXXX			X		X		X	
XXXX – XXXX			X		X		X	
XXXX – XXXX			x		x		X	
XXXX – XXXX			x		x		x	

(Spectators for Outdoor Sports Parks should be reflected in “Event Attendees”, Table A)

Outdoor Passive Parks, Beach Parks & Trail Facilities

Table C	1 st Quarter		2 nd Quarter		3 rd Quarter		4 th Quarter		Total
Year XXXX		+		+		+		=	

TOTAL CUSTOMERS 20XX – 20XX FISCAL YEAR:

TOTAL (Box D)

- g. What percentage (%) of customers (Box D) are repeat customers?

Year	Percentage (%)	Estimated? (y/n)

- h. What percentage (%) of customers (Box D) are low income or underserved populations?

Year	Percentage (%)	Estimated? (y/n)

- i. How do you accommodate low income households/individuals? Check method(s) and/or describe “other”.

Free Days	
Sliding scale based on income	
Scholarships	
Other/_____	

4. OPERATIONS/BUDGET

The purpose of this section is to understand the financial outlook of the organization. Include all categories of your organization’s income in the table below. Use the “Other” category to identify your organizations unique line items, including Endowments. Add lines for “Other” categories as needed. The Revenue section should be completed for all facilities receiving income. The “Operational Expenses” section should be completed by all facilities, including Cities and Municipalities.

a.

BUDGET –Questions are related to the period of July 1, 20XX – June 30, 20XX	
Expenses:	20XX/20XX
Total Operations Expenses:	\$
Revenues:	
Fundraising:	\$
Membership Fees:	\$
Cash Donations:	\$
Operational Grants:	\$
Other/:	\$
Other/:	\$
	\$
Total numbers of volunteers:	
Total numbers of volunteered hours:	
Total number of paid full time employees:	
Total number of paid part time employees:	
Total number of contracted service providers (lawn care, caterers . . .)	
Total value in-kind services:	\$

b. For pre-existing facilities, how did the ECHO project affect your operation costs? Mark one.

Increased Expenses	
Decreased Expenses	

5. PARTNERSHIPS

On a separate page, attach to this report a list of all partnerships that this facility/organization has with local groups, including other non-profit groups, civic groups, or tourist development entities. Also include a brief explanation of each partnership.

Examples:

Little League of Town USA: sponsored _____ # of seasonal games for a rate of \$ _

Local Chamber of Commerce: shares cost of promotional materials.

Town USA Theater Troupe: co-hosts one show a season, shares an administrative staff person.

Town USA Municipality: shares grant writing staff and ½ of facility maintenance costs.

Friends of Town USA Park: coordinates volunteer litter clean up once a month.

6. OUTLOOK

- a. Does your organization have plans for increasing or decreasing total employees at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain

- b. Does your organization have plans for increasing or decreasing total contracted services at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain

❖ **APPENDIX I – MASTER SPECIFICATION GUIDELINES CHECKLIST** ❖

This checklist is meant to be a tool for applicants to use when filling out the Project Detail Chart (3.1). Not all requirements on this checklist will be relevant to all projects.

General Requirements:

- Summary of Work
- Schedule of Values
- Coordination
- Mechanical and Electrical Coordination
- Cutting and Patching
- Field Engineering
- Progress Meetings
- Construction Schedule Critical Path Method (CPM)
- Shop Drawings, Product Data and Samples
- Testing Laboratory Services
- Temporary Utilities
- Construction Aids
- Barriers
- Field Offices and Sheds
- Materials and Equipment
- Contract Closeout
- Operation and Maintenance Data
- Warranties

Site Work:

- Soil Boring Data (create for each site)
- Demolition (create for each existing building)
- Building Demolition
- Selective Demolition (reroofing)
- Removals
- Earthwork
- Excavating, Backfilling and Compaction for Utilities
- Soil Treatment
- Asphaltic Concrete Paving
- Portland Cement Concrete Paving
- Concrete Sidewalks, Straight Curbs, Curbs, Gutters, and Wheel Stops
- Hard Court/Running Track Construction
- Liquefied Petroleum Gas (LPG) Distribution System
- Pavement Marking

- Water Systems
- Storm Drainage System
- Waste Disposal System
- Sanitary Sewer System
- Sanitary Force Main
- Lift Station
- Waste Water Drainage System
- Irrigation System
- Chain Link Fences and Gates
- Steel Fences and Gates
- Signage
- Primary Play Area Equipment
- Playground Equipment
- Running Track Surface
- Site and Street Furnishings
- Shelters
- Landscaping
- Tree Relocation
- Tree and Plant Protection
- Sodding

Concrete:

- Concrete Formwork
- Concrete Reinforcement
- Cast-in-Place Concrete
- Cast-in-Place Concrete (small projects)
- Concrete Testing
- Concrete Topping
- Lightweight Insulating Concrete
- Shotcrete
- Post Tension Concrete
- Structural Precast Concrete
- Precast Prestressed Concrete Joists and Beams
- Precast Prestressed Concrete Sections
- Architectural Precast Concrete
- Tilt-up Precast Concrete Sandwich Panels
- Tilt-up Precast Concrete
- Grout

Masonry:

- Concrete Unit Masonry
- Reinforced Unit Masonry

- Glass Unit Masonry
- Masonry Patchwork

Metals:

- Structural Steel
- Steel Joists
- Steel Deck
- Light Gage Metal Framing
- Metal Fabrications
- Metal Handrails and Railings
- Expansion Joint Covers

Wood and Plastics:

- Carpentry
- Wood Treatment
- Architectural Woodwork
- Thermal and Moisture Protection
- Fluid Applied Waterproofing
- Fluid Applied Waterproof Wall Coating
- Vapor/Radon Barrier
- Building Insulation
- Spray-applied Fire Resistive Materials
- Fire Stopping and Smoke Barrier Caulking
- Asphalt Shingles
- Clay Barrel Tile Roofing
- Clay Spanish "S" Tile Roofing
- Clay Flat Tile Roofing
- Concrete Tile Roofing
- Temporary Roofing Membrane Installation
- SBS Modified Bitumen Mineral Surfaced Roofing
- Fully Adhered Thermoplastic Sheet Roofing
- Flashing and Sheet Metal
- Roof Expansion Joints
- Roof Scuttles/Smoke Vents
- Joint Sealers

Doors and Windows:

- Steel Doors and Frames
- Wood Doors
- Access Panels
- Insulated Overhead Coiling Doors

- Overhead Coiling Doors
- Accordion Folding Doors
- Steel Windows
- Aluminum Windows
- Finish Hardware for New Facilities
- Finish Hardware for Additions, Renovations and Remodelings
- Glass and Glazing
- Finishes
- Plastered Ceiling Suspension System
- Metal Studs, Metal Lath, Suspension Ceilings, Plaster, and Stucco
- Gypsum Wallboard
- Ceramic Tile
- Quarry Tile
- Acoustical Ceilings
- Acoustical Wall and Ceiling Treatment
- Hardwood Strip Flooring System
- Resilient Tile Flooring
- Sheet Vinyl Flooring
- Carpet
- Non-Slip Coating for Stair Threads
- Epoxy Resin Flooring with Integral Cove Base
- Painting of Unpainted Surfaces
- Painting of Previously Painted Surfaces
- Paint, Putty, and Caulking Materials Form
- Epoxy Resin Wall Finish
- Textured Coatings

Specialties:

- Chalkboards, Marker Boards, Tack Boards, Display Cases and Bulletin Board Cabinets
- Solid Plastic Toilet Partitions
- Cubicle Curtains and Track
- Wall Louvers
- Architectural Screens
- Flagpoles
- Identifying Devices
- Lockers
- Fire Extinguishers
- Walkway Covers
- Metal Canopies
- Postal Specialties
- Wire Mesh Doors and Partitions
- Operable Partitions

- Shelving (Utility/Storage)
- Toilet Room Accessories

Equipment:

- Book Theft Detection System
- Theatre Curtains and Riggings
- Washers and Dryers
- Projection Screens
- Insulated Cold Storage Rooms
- Custom Fabricated Equipment
- Cooking Equipment
- Serving Line Equipment and Units
- Food Prep, Holding and Dispensing Equipment
- Utility Distribution and Canopy Ventilating Systems
- Food Service Shelving
- Residential Kitchen Equipment
- Gymnasium Physical Education Equipment
- Gymnasium Scoreboards
- Gymnasium Wall Padding
- Spray Booths
- Kilns
- Dust Collection System
- Laboratory Casework and Equipment

Furnishings:

- Library Shelving
- Window Treatment
- Fixed Molded Plastic Seating (elementary and middle schools)
- Fixed Upholstered Seating (high schools)
- Telescoping Bleachers

Special Construction:

- Greenhouses
- Solar Heating System
- Intercom and Clock/Bell Raceway System
- Intercom and Clock/Bell Raceway System for PLCs
- Telephone and Data Raceway Systems for PLCs
- Computer Network Wiring Systems for PLCs
- Intercom and Clock/Bell Systems
- Telephone System for PLCs
- Data Communication Systems for PLCs
- Sound Reinforcement System

- Gymnasium Sound Reinforcement System
- Television/Radio Frequency Systems
- Wireless Clock/Tone Generator Systems
- Energy Management System (EMS)
- Intrusion Detection System
- Card Access Control System
- Conveying Systems
- Hydraulic Passenger Elevator
- Wheelchair Lifts

Mechanical:

- General Provisions
- Codes and Standards
- General Completion
- Identification
- Mechanical Support Devices
- Supports, Anchors, and Seals
- Tanks
- Mechanical Systems Insulation
- Vibration Isolation
- Fire Protection (General Requirements)
- Fire Pump and Controls
- Automatic Fire Sprinkler System
- Kitchen Hood and Duct Fire Suppression System
- Standpipe and Hose Systems
- Piping (Plumbing)
- Drains and Cleanouts
- Piping Specialties (Plumbing)
- Hot, Chilled, and Condensing Water Piping Specialties (HVAC)
- HVAC Pumps
- Plumbing Fixtures, Trim, and Supports
- Plumbing Equipment
- Water Heaters
- Fuel Oil System (Plumbing)
- Wet Automatic Fire Sprinkler Systems
- Piping (HVAC)
- Valves and Specialties
- Pumping Equipment (HVAC)
- Water Treatment
- Horizontal Fire Tube Boilers
- Refrigeration Equipment
- Air Cooled Condensing Units

- Centrifugal Waters Chillers
- Rotary Screw Water Chillers
- Induced Draft Cooling Towers
- Roof Mounted Single Packaged Air-Conditioning Units
- Refrigeration System Safety Equipment
- Fans
- Unit Heaters
- Unit Ventilators
- Low Pressure Steel Ductwork
- Air Handling Units
- Air Moving Equipment
- Air Curtains
- Air Filtration Equipment
- Ductwork
- Fume Hood Exhaust Duct
- Controls and Instrumentation
- Duct Accessories
- Outlets (HVAC)
- HVAC Control System
- Point Schedule
- Tests (HVAC)
- Testing and Balancing
- Electrical
- Codes and Standards
- Basic Materials and Methods
- Raceways and Conduits
- Wire and Cable
- Outlet, Pull, and Junction Boxes
- Floor Boxes
- Wiring Devices
- Motor Power and Control Wiring
- Motor Starter Group Control
- Terminal Cabinets
- Automatic Transfer Switch
- Electrical Site Utilities
- Switchboard
- Metering and Sub-Metering
- Disconnect Switches
- Grounding
- Dry-Type Transformers
- Panel Boards
- Overcurrent Protective Devices

- Motor Control Center
- Lighting Fixtures and Lamps
- Exterior Lighting
- Stage Lighting Fixtures
- CCTV Production Studio Lighting Fixtures
- Standby Emergency CNG/LPG Generator
- Battery Powered Emergency Incandescent Lighting Units
- Lightning Protection System
- Transient Voltage Surge Suppression
- Fire Alarm Detection System
- Stage Lighting Control Equipment
- Stage Lighting Rigging (Counterweight)
- Stage Lighting Rigging (Pipe Grid)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: Yes

SUBJECT: (C11) Approval of Major Special Event – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the special event request for Severt Brothers Tree Farm to be held at Dunlawton Square on the vacant lot south of Burger King, subject to the attached conditions.

SUMMARY: Paul Holub, property owner, on behalf of Severt Brothers Tree Farm, is requesting to hold a major special event, for the annual sale of Christmas Trees and Wreaths, at the Dunlawton Square Shopping Center located at 3813 Nova Road. The sale is proposed for the parking lot area between Burger King and Dunkin Donuts. The Christmas Tree lot is proposed to set-up for the event Thursday, November 21, 2019 and begin conducting the sale of Christmas Trees and Wreaths on Friday November 22, 2019 through December 25, 2019. The proposed operational hours of sales are from 9:00 a.m. to 11:00 p.m. daily. The event is for the sale of Christmas Trees, with an advanced donation of \$500 to Spruce Creek High School. There will be a port-o-let and multiple trash receptacles on site for the event. The proposed annual Christmas Tree and Wreath event is the same event that Council has previously approved for Severt Brothers Tree Farm.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner is not requesting additional City resources at this time, however, if needed Cost estimates will be provided from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

Additionally, the applicant has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Xmas Trees - Staff Recs 2019	Xmas Trees - Staff Recs 2019.pdf
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Briana Conlan-King	Created/Initiated - 9/20/2019
Tim Burman	Approved - 9/27/2019
Thomas Grimaldi	Approved - 9/27/2019
Ronny Buttrum	Approved - 10/3/2019
Jake Johansson	Approved - 10/3/2019
Robin Fenwick	Final Approval - 10/3/2019

RECOMMENDATION

Staff recommends approval of the annual **Severt Brothers Tree Farm, Christmas Tree and Wreath** sale, subject to the following conditions:

1. Hours of the event shall be from 9:00 a.m. until 11:00 p.m. with outdoor lighting provided.
2. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
3. Additional requirements for the tent permit (if the following are used) are as follows:
 - Portable heaters must be visibly approved for indoor usage and away from ALL combustibles. Patio heaters are strictly prohibited.
 - Portable Generator shall be positioned to the exterior of the sales tent with a sufficient separation distance accepted by the Fire Marshal and Chief Building Official.
 - All flammable/combustible fuel containers shall be of an approved type container and stored a safe distance away from the sales tent area.
4. A temporary structure-building permit is required for the proposed tent.
5. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*. (A fire extinguisher with current certification tags from a fire equipment company must be mounted near each exit).
6. A permit shall be required and obtained by a properly licensed contractor for any electrical work performed in connection with this event. Any such electrical work shall comply with the requirements set forth in Article 590 of the current adopted *NFPA #70 National Electrical Code*. All temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
7. All areas being used for this function shall be handicap accessible. Handicap parking is to remain open and accessible for this event.
8. The motor home used during this event shall be placed so as not to interfere with the normal flow of traffic through the shopping center parking lot. The motor home shall also be positioned between the tent and the buildings of the plaza to not directly face Nova Road.
9. The applicant shall provide port-o-let facilities that shall comply with section 4.22 or 4.23 of the Florida Accessibility Code, i.e. must be handicapped-accessible.
10. All exits and means of egress shall remain accessible and unobstructed.
11. It shall be the responsibility of the owner to maintain access for emergency vehicles.

12. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. A temporary sign permit shall be required for the one (1) sign allowed for this event.
15. No smoking signage shall be posted within the confines of the tent.
16. The parking lot shall be kept free and clear of all garbage, trash and tree limbs during the event. All garbage receptacles shall be placed behind the tent to not face Nova Road.
17. The Applicant shall contact the Community Development Department to schedule an inspection of the tent prior to the start of the event to ensure that the tent is well secured and that all other safety measures are in place.
18. It is the Applicant's responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: Yes

SUBJECT: (C12) Approval of 10-foot wide easement to Florida Power & Light from City of Port Orange and County of Volusia as joint property owners of the land where the Port Orange Shooting Range is built.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

Move to approve the Easement to Florida Power & Light.

SUMMARY: The 10-ft. wide easement will allow Florida Power & Light to extend underground power from Pioneer Trail northward to serve the Police Shooting Range Project #CNE009.

This easement document is being presented to both the City Council and County Council as joint owners of the land identified as a portion of Parcel I.D. # 7210-00-00-0010. Additionally, the extension of power will provide electric service to the County leased user at the trap and skeet club situated east of the Police facility.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	FPL ExhA Limerock Rd	FPL ExhA Limerock Rd.pdf
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Debbie Grabowski
William Proctor
Thomas Grimaldi
Scott Neils
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 9/24/2019
Approved - 9/30/2019
Approved - 10/1/2019
Approved - 10/7/2019
Approved - 10/8/2019
Approved - 10/8/2019
Final Approval - 10/8/2019

Work Request No. 8859948

Sec. 10, Twp 17 S, Rge 32 E

Parcel I.D. 7210-00-00-0010
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (INDIVIDUAL)

This Instrument Prepared By

Name: Matthew S. Shaw
Co. Name: Florida Power & Light
Address: 3000 Spruce Creek Rd
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20____,
COUNTY OF VOLUSIA

Signed, sealed and delivered in the presence of:

By: _____

(Witness' Signature)

Print Name: ED KELLEY, COUNTY CHAIR

Print Name: _____
(Witness)

Print Address: 123 W. Indiana Ave.
DeLand, FL 32720

ATTEST: _____

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: GEORGE RECKTENWALD, COUNTY MANAGER

Print Address: 123 W. Indiana Ave.
DeLand, FL 32720

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, and _____ who is (are) personally known to me or has (have) produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

Work Request No. 8859948
Sec. 10, Twp 17S, Rge 32E
Parcel ID 7210-00-00-0010

UNDERGROUND EASEMENT
FLORIDA POWER & LIGHT

Page 2, Signatures (Continued)

WITNESSES:

CITY:

Signature

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Print Name

By: _____
Donald O. Burnette, Mayor

Signature

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

Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing easement was acknowledged before me this _____ day of _____, 2019, by DONALD O. BURNETTE, Mayor of the CITY OF PORT ORANGE, a Florida municipal corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing easement was acknowledged before me this _____ day of _____, 2019, by ROBIN L. FENWICK, CMC, City Clerk of the CITY OF PORT ORANGE, a Florida municipal corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:

DESCRIPTION

EXHIBIT "A" ("Easement Area")

DESCRIPTION:

A portion of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest Corner of Section 10, Township 17 South, Range 32 East, Volusia County, Florida;; thence along the West line of said Section 10 South 00°54'31" East, a distance of 1296.13 feet to the South line of a proposed 24.00 feet wide access road; thence along said South line North 82°19'06" East, a distance of 139.08 feet to the POINT OF BEGINNING; thence continue along said South line for the following four (4) courses and distances; North 82°19'06" East, a distance of 377.44 feet to a point of curvature of a curve concave Northerly, having a radius of 124.00 feet, a central angle of 24°02'46" and a chord that bears North 70°17'43" East, 51.66 feet; thence Easterly along the arc of said curve a distance of 52.04 feet to a point of tangency; thence North 58°16'20" East, a distance of 138.28 feet to a point of curvature of a curve concave Southerly, having a radius of 50.00 feet, a central angle of 91°48'42" and a chord that bears South 75°49'18" East, 71.82 feet; thence Easterly along the arc of said curve a distance of 80.12 feet to a point of tangency and the Westerly edge of a 15.00 feet wide lime rock road; thence along said lime rock road for the following twenty (20) courses and distances; South 29°54'57" East, a distance of 126.73 feet; thence South 22°44'26" East, a distance of 109.97 feet; thence South 15°42'02" East, a distance of 102.84 feet; thence South 13°04'25" East, a distance of 169.52 feet; thence South 18°12'12" East, a distance of 131.38 feet; thence South 24°50'36" East, a distance of 161.22 feet; thence South 20°37'48" East, a distance of 159.29 feet; thence South 19°06'49" East, a distance of 410.09 feet; thence South 20°20'20" East, a distance of 130.58 feet; thence South 23°31'48" East, a distance of 150.64 feet; thence South 25°49'21" East, a distance of 274.07 feet; thence South 25°58'34" East, a distance of 142.18 feet; thence South 44°00'17" East, a distance of 95.93 feet; thence South 54°39'24" East, a distance of 113.90 feet; thence South 55°37'15" East, a distance of 109.26 feet; thence South 61°04'50" East, a distance of 122.19 feet; thence South 74°28'06" East, a distance of 116.54 feet; thence South 83°38'59" East, a distance of 120.23 feet; thence North 85°03'24" East, a distance of 110.09 feet; thence North 81°03'39" East, a distance of 81.08 feet; thence North 70°28'10" East, a distance of 31.02 feet to the Westerly edge of a paved road; thence along said paved road the following three (3) Courses and distances; South 36°06'20" West, a distance of 143.01 feet; thence South 33°58'22" West, a distance of 164.79 feet; thence South 30°27'14" West, a distance of 91.36 feet to a point on the Northerly Right of Way line of Pioneer Trail and a curve concave Southeasterly, having a radius of 2050.00 feet, a central angle of 01°22'40" and a chord that bears South 42°09'28" West, 49.30 feet; thence Southwesterly 49.30 feet along the arc of said curve to a line 10.00 feet West of and parallel to the aforesaid Westerly edge of a paved road; thence along said parallel line the following three (3) Courses and distances; thence departing said Right of Way Line, North 30°27'14" East, a distance of 139.94 feet; thence North 33°58'22" East, a distance of 165.28 feet; thence North 36°06'20" East, a distance of 110.96 feet to a line 10.00 feet West of and parallel to the aforesaid Westerly edge of a lime rock road; thence along said parallel line for the following twenty (20) courses and distances; thence South 81°03'39" West, a distance of 82.04 feet; thence South 85°03'24" West, a distance of 111.43 feet; thence North 83°38'59" West, a distance of 122.02 feet; thence North 74°28'06" West, a distance of 118.52 feet; thence North 61°04'50" West, a distance of 123.84 feet; thence North 55°37'15" West, a distance of 109.82 feet; thence North 54°39'24" West, a distance of 114.92 feet; thence North

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North line of Section 10 having a bearing of North 89°11'59" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Sketch of Description

Date: August 28, 2018 JWG

Certification Number LB2108 60887002

FOR
City of Port Orange

Job Number: 60887002 Scale: 1" = 200'

Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that
THIS IS NOT A SURVEY.
REVISED 09/09/2019

SHEET 1 OF 4
SEE SHEET 3 FOR SKETCH



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com

James M. Dunn II
JAMES M. DUNN II PSM
Registered Land Surveyor Number 4235

DESCRIPTION
EASEMENT

DESCRIPTION:

Continued from Sheet 1

44°00'17" West, a distance of 98.45 feet; thence North 25°58'34" West, a distance of 143.78 feet; thence North 25°49'21" West, a distance of 274.29 feet; thence North 23°31'48" West, a distance of 151.12 feet; thence North 20°20'20" West, a distance of 130.97 feet; thence North 19°06'49" West, a distance of 410.07 feet; thence North 20°37'48" West, a distance of 158.79 feet; thence North 24°50'36" West, a distance of 161.44 feet; thence North 18°12'12" West, a distance of 132.41 feet; thence North 13°04'25" West, a distance of 169.74 feet; thence North 15°42'02" West, a distance of 101.99 feet; thence North 22°44'26" West, a distance of 108.73 feet; thence North 29°54'58" West, a distance of 126.10 feet to a point on a line 10.00 feet South of and parallel to the aforesaid access road and a curve concave Southerly, having a radius of 40.00 feet, a central angle of 91°48'42" and a chord that bears North 75°49'18" West, 57.46 feet; thence along said parallel line the following four (4) Courses and distances; thence Westerly 64.10 feet along the arc of said curve to a point of tangency; thence South 58°16'20" West, a distance of 138.28 feet to a point of curvature of a curve concave Northerly, having a radius of 134.00 feet, a central angle of 24°02'46" and a chord that bears South 70°17'43" West, 55.83 feet; thence Westerly along the arc of said curve a distance of 56.24 feet; thence South 82°19'06" West, a distance of 377.44 feet; thence departing said parallel line North 07°40'54" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 40087 square feet or 0.92 acres, more or less.



REVISED 09/09/2019
Drawing No. 60887002
Job No. 60887002
Date: AUGUST 28, 2018
SHEET 2 OF 4
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 4 e-mail: info@southeasternsurveying.com

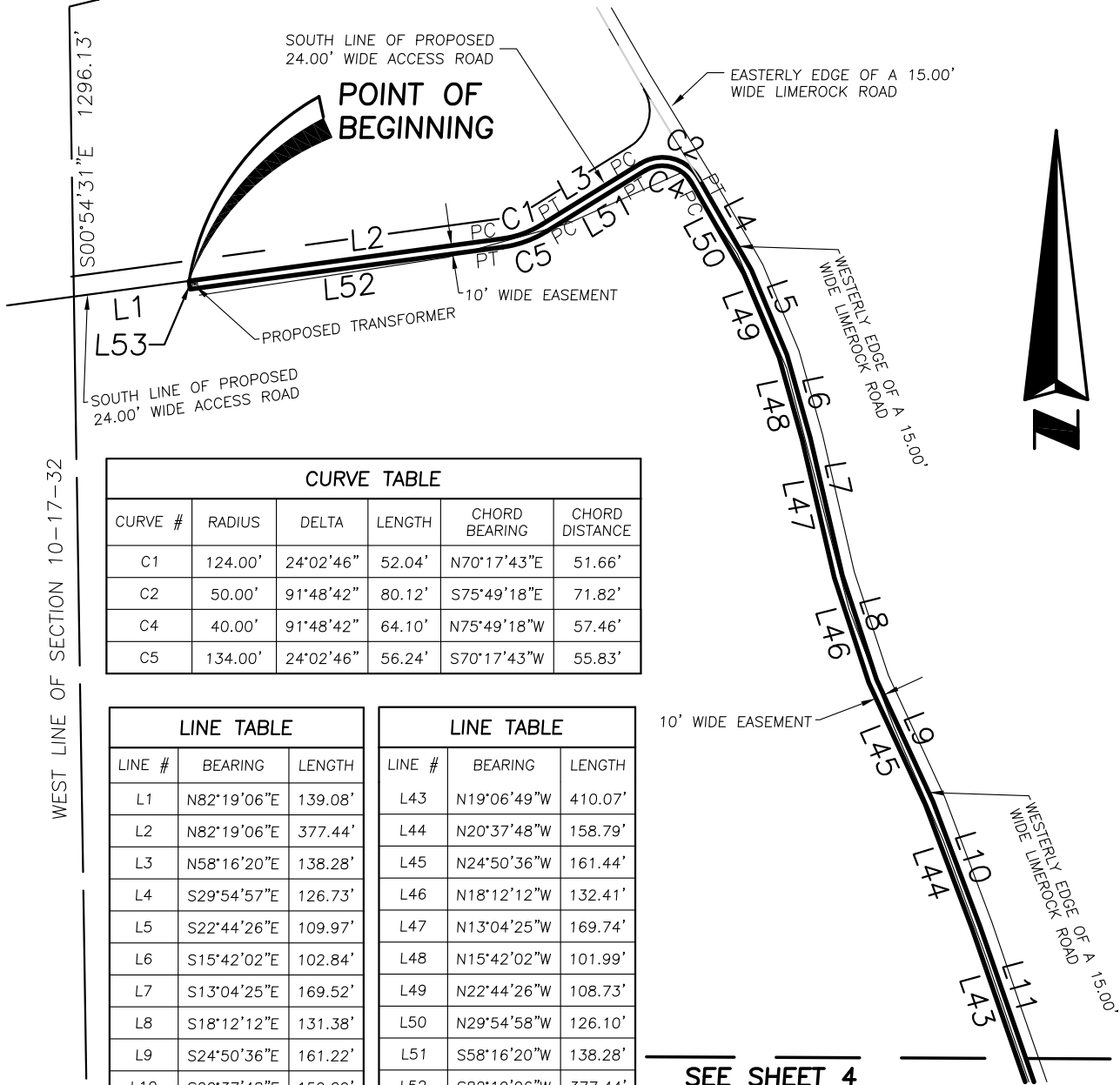
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

SKETCH OF DESCRIPTION EASEMENT

**POINT OF
COMMENCEMENT**
NORTHWEST CORNER OF
SECTION 10-17-32

**POINT OF
BEGINNING**



CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	124.00'	24°02'46"	52.04'	N70°17'43"E	51.66'
C2	50.00'	91°48'42"	80.12'	S75°49'18"E	71.82'
C4	40.00'	91°48'42"	64.10'	N75°49'18"W	57.46'
C5	134.00'	24°02'46"	56.24'	S70°17'43"W	55.83'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N82°19'06"E	139.08'
L2	N82°19'06"E	377.44'
L3	N58°16'20"E	138.28'
L4	S29°54'57"E	126.73'
L5	S22°44'26"E	109.97'
L6	S15°42'02"E	102.84'
L7	S13°04'25"E	169.52'
L8	S18°12'12"E	131.38'
L9	S24°50'36"E	161.22'
L10	S20°37'48"E	159.29'
L11	S19°06'49"E	410.09'

LINE TABLE

LINE #	BEARING	LENGTH
L43	N19°06'49"W	410.07'
L44	N20°37'48"W	158.79'
L45	N24°50'36"W	161.44'
L46	N18°12'12"W	132.41'
L47	N13°04'25"W	169.74'
L48	N15°42'02"W	101.99'
L49	N22°44'26"W	108.73'
L50	N29°54'58"W	126.10'
L51	S58°16'20"W	138.28'
L52	S82°19'06"W	377.44'
L53	N07°40'54"W	10.00'

LEGEND & ABBREVIATIONS:

L = LINE
C = CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT OF WAY

REVISED 09/09/2019
Drawing No. 60887002
Job No. 60887002
Date: AUGUST 28, 2018
SHEET 3 OF 4
See Sheet 1 for Description



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 4



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION EASEMENT

SEE SHEET 3

EASTERLY EDGE OF A 15.00'
WIDE LIMEROCK ROAD

LEGEND & ABBREVIATIONS:

L = LINE
C = CURVE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT OF WAY
OHL = OVERHEAD UTILITY LINE

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C3	2050.00'	1°22'40"	49.30'	S42°09'28"W	49.30'

LINE TABLE

LINE #	BEARING	LENGTH
L11	S19°06'49"E	410.09'
L12	S20°20'20"E	130.58'
L13	S23°31'48"E	150.64'
L14	S25°49'21"E	274.07'
L15	S25°58'34"E	142.18'
L16	S44°00'17"E	95.93'
L17	S54°39'24"E	113.90'
L18	S55°37'15"E	109.26'
L19	S61°04'50"E	122.19'
L20	S74°28'06"E	116.54'

LINE TABLE

LINE #	BEARING	LENGTH
L21	S83°38'59"E	120.23'
L22	N85°03'24"E	110.09'
L23	N81°03'39"E	81.08'
L24	N70°28'10"E	31.02'
L25	S36°06'20"W	143.01'
L26	S33°58'22"W	164.79'
L27	S30°27'14"W	91.36'
L28	N30°27'14"E	139.94'
L29	N33°58'22"E	165.28'
L30	N36°06'20"E	110.96'

LINE TABLE

LINE #	BEARING	LENGTH
L31	S81°03'39"W	82.04'
L32	S85°03'24"W	111.43'
L33	N83°38'59"W	122.02'
L34	N74°28'06"W	118.52'
L35	N61°04'50"W	123.84'
L36	N55°37'15"W	109.82'
L37	N54°39'24"W	114.92'
L38	N44°00'17"W	98.45'
L39	N25°58'34"W	143.78'
L40	N25°49'21"W	274.29'
L41	N23°31'48"W	151.12'
L42	N20°20'20"W	130.97'
L43	N19°06'49"W	410.07'



1" = 200'
GRAPHIC SCALE

0 100' 200' 400'

WESTERLY EDGE OF A 15.00'
WIDE LIMEROCK ROAD

10' WIDE EASEMENT

10' WIDE EASEMENT

WESTERLY EDGE OF AN
EXISTING PAVED ROAD

10' WIDE
EASEMENT

PIONEER TRAIL
100.00' R/W

PIONEER TRAIL
100.00' R/W

DETAIL

SCALE 1"=50'

REVISED 09/09/2019
Drawing No. 60887002
Job No. 60887002
Date: AUGUST 28, 2018
SHEET 4 OF 4
See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 4



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (D13) Request by The Vineyards Homeowners Association to reduce the application fee to actual cost for a Variance application.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

SUMMARY: The Vineyards Homeowners Association (HOA) requests that the City Council reduce the \$900 Variance application fee to the actual staff cost of review. The estimated cost for staff's review of this application is \$675.18. According to The Vineyards HOA, the request to refund a portion of the \$900 is because the financial burden to the association for removal of the trees, repair of the irrigation system, and installation of replacement understory trees and shrubs within the Taylor Road landscape buffer.

In August 2019, The Vineyards HOA property owner submitted an application requesting two variances from the Land Development Code related to the removal of shade trees from the Vineyard Subdivision's Taylor Road landscape buffer and mitigation requirements for removal of specimen trees. The HOA's request for a variance to allow for the removal of the trees and waiver of the tree mitigation requirement was due to damage to HOA subdivision infrastructure (wall, stormwater, and irrigation) and the Taylor Road sidewalk due to the close proximity of the shade trees to infrastructure, along with the trees interference with the FPL transmission lines along the northside of Taylor Road.

At their August 22, 2019 meeting, the Planning Commission approved the two requested variances to 1) allow the removal of the shade trees in the Vineyards Taylor Road landscape buffer; and 2) waive the requirement to install 43 replacement shade trees elsewhere in common area within the Vineyards subdivision or pay \$14,593.77 into the tree mitigation bank for the removal of the trees from a code required landscape buffer.

The HOA, along with assistance from FPL, have removed the shade trees in the Taylor Road buffer and the HOA is in process of repairing their subdivision infrastructure and installing replacement understory trees and shrubs.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Fee Waiver Request	Fee Waiver Request Letter from Vineyards HOA.pdf
----	--------------------	--

Melanie Schmotzer

Tim Burman

Jake Johansson

Robin Fenwick

Created/Initiated - 10/3/2019

Approved - 10/3/2019

Approved - 10/7/2019

Final Approval - 10/7/2019

**THE VINEYARDS OF PORT ORANGE
HOMEOWNERS ASSOCIATION, INC.
1490 Taylor Rd.
Port Orange, FL 32128**

July 2, 2018

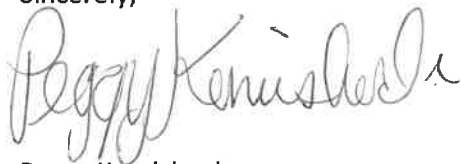
To Whom It May Concern,

I have been asked to draft a letter on behalf of the Vinyards Homeowners Association to request a variance to remove the trees along Taylor Rd and replace with a landscaping plan. The trees have become a huge burden to the association since the roots are destroying the retaining walls and the sidewalk. We are submitting with this application the plan to improve the site with a landscaping, the survey of the owners who are in agreement to removing the trees and photos of the damage done by the tree roots. The trees are very overgrown which is contributing to the liability of the association with pedestrians walking or riding bikes along the side walk.

In addition, this will be a huge financial burden to the association removing the trees, repairing the drip line and the cost of new landscaping which will be over \$15,000 in labor and materials. We are requesting that most of the money that we submitted with this application be returned to the association.

Thank you in advance for your time in reviewing our proposed plan. We hope that you will agree this is necessary for plan or the association and the beautification of the City Of Port Orange.

Sincerely,



Peggy Komishock
Licensed Community Association Manager


Southern States
MANAGEMENT GROUP INC.
1190 Pelican Bay Drive

PHONE: 386-756-3032 | 800-439-9408 | FAX: 386-7604784 | www.ssmgroupinc.com



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (H16) Second Reading - Ordinance 2019-32 - PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan (Case No. 19-40000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-32, Amending and Restating the Colony in the Wood Planned Unit Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (08/22/19): Recommended Approval

Atwell, LLC, applicant and agent on behalf of the property owner, requests approval to Amend and Restate the Colony in the Wood Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. The proposed PUD Amendment provides the regulatory framework for a mobile home park with a maximum of 404 mobile home units and remove office, commercial, and multi-family uses as permitted uses on the front portion of the property. If the Amended and Restated MDA and CDP is approved, the applicant plans to submit a site plan to construct the required site improvements to add up to a maximum of 19 mobile homes to the existing mobile home park property.

The subject property is currently developed as a mobile home park (Colony in the Wood) with 385 existing mobile home sites. In 2010, the mobile home park property was annexed into Port Orange and rezoned to Planned Unit Development (PUD). As part of the 2010 PUD, the front portion of the property adjacent to Clyde Morris Boulevard could be developed with a combination of office, commercial, and multi-family uses. In 2017, the property was sold, and the current property owner is now proposing to expand the mobile home park and not develop the front portion of the property as a mixed-use development. In the summer of 2018, a FLU map amendment (Ordinance No. 2018-29) was approved to change the front portion of the property along Clyde Morris Boulevard to Urban Medium Density Residential (4-8 units/acre) in anticipation of this proposed PUD amendment.

The proposed amendment is consistent with the land use and density allowed by the Urban Medium Density Residential Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 404 dwelling units or 4.9 dwelling units/acre and is consistent with the density allowed by the Urban Medium Density Residential FLU designation (4 to 8 units/acre).

The proposed Amended and Restated Colony in the Wood MDA and CDP is for an existing infill development within an existing built mobile home park already served by public infrastructure (water, sewer, roads, parks, schools, etc.). The PUD also provides an affordable, age-restricted housing choice, centrally located with access to services and shopping through multiple transportation modes (VOTRAN, walking, biking, and motor vehicle).

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2019-32	Ord No 2019-32.pdf
2.	Exhibit 1 to Ord. No. 2019-32	Amended and Restated Colony in the Wood PUD MDA_CDP.pdf
3.	Staff Report	CC_Colony in the Wood PUD Restatement_staff report.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 9/18/2019
Final Approval - 10/1/2019

ORDINANCE NO. 2019-32

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE COLONY
IN THE WOOD A PLANNED UNIT DEVELOPMENT
AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT AND THE CONCEPTUAL DEVELOPMENT
PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Colony in the Wood A Planned Unit Development Amended and Restated Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Amendment”); and

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

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

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

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

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

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

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

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

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

EXHIBIT "1"

RETURN RECORDED DOCUMENT TO:

Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129-4144

This Document Prepared By:
Kenneth J. Clarkson, Esquire
Jaffe, Raitt, Heuer & Weiss, P.C.
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

**COLONY IN THE WOOD
A PLANNED UNIT DEVELOPMENT
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT** (“**Agreement**”), is made and entered into by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation (the “City”), and **SHADDIX COMMUNITIES, LTD.**, a Florida Limited Partnership, authorized to do business in the State of Florida, (the “Owner”), hereby covenant and agree, and bind their successors and assigns as follows:

RECITALS:

“Colony in the Wood PUD”, is a "Planned Unit Development" which consists of approximately 83.1+/- acres of real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the "Property"). This Property is under the control of the owner. The Property was initially developed in accordance with the requirements of, and permits issued by, Volusia County approximately 39 years ago.

The Owner and the City entered into, and the Property is subject to, the MASTER DEVELOPMENT AGREEMENT, recorded August 30, 2010, at Book 6510, Page 1433, Volusia

County ("Master Development Agreement"). The Master Development Agreement sets forth restrictions on the development of the Property and provides, among other things, for the development of a portion of the Property for commercial use.

The Owner sought an amendment to the Comprehensive Plan Future Land Use to eliminate the commercial use designation with respect to the Property, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and, to change the designation "Office/Residential Transition" to "Urban Medium Density Residential" with respect to the Property ("FLU Amendment"). The FLU Amendment was enacted by the City when it adopted Ordinance No. 2018-29.

The Owner and the City wish to enter into this Agreement to amend and restate the Master Development Agreement to eliminate the commercial land use, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and to otherwise provide for the development of the Property in a manner consistent with existing ordinances and regulations, including without limit, the FLU Amendment.

Now, Therefore, the City and Owner agree, that the Master Development Agreement is hereby amended and restated and replaced in its entirety, and that the Property is subject to this AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT ("Agreement").

1. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Agreement and the Conceptual Development Plan ("CDP"), which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the layout of existing streets, residential areas and other features on the Property as set forth in this Agreement, and outlines the

primary areas to be used for the construction of a maximum of 19 additional manufactured homes at the Property subject to approval of a site development plan. Collectively, this Agreement and the CDP may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of this Agreement and the graphic illustrations of the CDP, this Agreement shall control. For avoidance of doubt, the commercial development which was provided for under the 2010 Master Development Agreement is eliminated. Instead, a maximum of nineteen (19) additional manufactured home sites may be developed on the Property, as set forth herein.

If this Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the CDP and the City’s Ordinances, the requirements of the CDP shall control. If the CDP fails to address a particular subject or requirements, the requirements of the applicable City Ordinance(s) in effect at the time of development, as defined by the Port Orange Land Development Code (“LDC”), shall control.

Modifications of the CDP which are not in conflict with the textual provisions of this Agreement and City Ordinances which are not superseded by this Agreement shall be deemed “minor” and may be approved without formal amendment of this Agreement but shall require the City Administrative Official’s written approval. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council. Otherwise, any changes in use not consistent with the CDP shall require a modification of this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

2. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for a manufactured or modular home residential community and may include allowable uses under the Urban Medium Density Residential Future Land Use designation within the Property as depicted on the CDP with not more than 404 manufactured home sites with ancillary improvements including a community clubhouse, management and sales office; storage, utility, and maintenance buildings; community gardens, and recreational amenities associated directly with the residential uses.

The existing clubhouse of approximately 5000 square feet in area is approved for clubhouse purposes including a public assembly area for park residents. At Owner's option, up to 1,000 square feet in the Clubhouse may be dedicated as a sales, business and administrative office for the Property.

The Owner may also operate its sales, business and administrative office within a manufactured home on the Property if it so elects. Permitted sales, business and administrative activities include leasing manufactured home sites and leasing, selling and reselling manufactured homes. At Owner's option, the sales office may also be used as an association or management office area.

The Owner is permitted to place manufactured home models on the Property to facilitate the sale and upgrading of manufactured homes. No more than five (5) model homes shall be operated on the Property at any given time.

B. Dimensional Requirements

Building dimensions, setbacks, and configurations within the Property and the location of the roadways and driveway entrances to the Property are generally depicted on the CDP. New or

upgraded manufactured homes shall be permitted within the Property, subject to the typical manufactured home setbacks provided on the CDP and Section 2(B)(1) and (2) of this Agreement.

1. Current Site Development Standards

The Property is described and depicted on the Colony in the Wood Prospectus, as approved by the State of Florida, which, together with currently filed, but not yet approved amendments, is attached hereto and incorporated herein as Exhibit “C”. The Property currently contains 385 sites (referred to as lots in the Colony in the Wood Prospectus). The site sizes, setbacks, and minimum separation distance requirements are as set forth in the Lot Sizes/Setback and Minimum Separation Distance Requirements as Noted in the Prospectus and Section 2(B)(2) of this Agreement. The Prospectus provides for a maximum of 19 additional sites to be added to the Property by the Owner. The open space and common areas provided were set based on the existing development conditions that were accepted and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus. The total open space is approximately 60% and the common space is approximately 18%.

Owner represents and warrants to the City that the Property has been developed as a manufactured home park in accordance with the applicable regulations, ordinances, and zoning requirements of the County of Volusia and all other applicable governmental entities from which approvals were required. The City authorizes the Owner to complete and maintain improvements on the Property in accordance with permits, written consents, or approved site plan documents previously obtained from the County of Volusia, the City of Port Orange, or other applicable governmental entity, notwithstanding codes and ordinances of the City which may be in conflict therewith.

PUD Dimensional Requirements:

Maximum community building height:	45 ft
Maximum building coverage:	40%
Minimum open space:	Shall conform to the existing percentages of Minimum Total Open Space 60% Minimum Common Areas 18%
Rear perimeter setback:	15 ft.
Side perimeter setback:	15 ft.
Front perimeter setback:	Equal to or greater than the required 20 ft. landscape buffer along Clyde Morris Boulevard

2. Manufactured Home Unit Requirements

The replacement manufactured homes on the existing 385 manufactured home sites shall comply with the following minimum dimensional standards as previously approved and accepted when the Property was annexed into the City and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus, based on the National Fire Protection Association (NFPA). No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home. The NFPA separation distance standards are as follows:

Side to side: 10 ft.

End to side: 8 ft.

End to end: 6 ft.

Maximum Building Height: 15 ft.

All new manufactured homes sites installed on the Property shall comply with the following minimum dimensional requirements:

Maximum Building Height:	15 ft
Setback from Any Property Lot Line:	15 ft.
Setback from Edge of Road	20ft.
Manufactured Home/Building Separation	15 ft.
Side Separation from Storage Building	10 ft.

It is planned that development of a maximum of 19 additional sites shall occur as soon as possible following entry into this Agreement and receipt of all applicable approvals for construction. The development of the additional sites may occur in either one or two phases. If done in two phases the phasing will be differentiated by location with the sites near the entrance being in one phase and the sites near the former sewer treatment facility being the other.

C. Roads, Sidewalks and Access

Access and transportation system improvements are provided as illustrated on the CDP. Roadways and drives within the development are and shall be private. Any new roads provided for the additional sites shall be built in conformity with the CDP and with Chapter 12 - Roads and Vehicular Use Areas of the City of Port Orange Land Development Code. New Roads shall be a minimum paved with of 24 feet. Sidewalks in front of individual residential sites shall not be required. The Owner shall continue to maintain existing access (pathway, bike paths or walkways) to all common open space areas as presently exists. Access to the site is provided via the primary driveway entry located with access to Clyde Morris Boulevard as shown on the CDP.

D. Parking

For the new additional sites, there shall be at least two paved, off-street parking spaces for each manufactured home site, which shall be on the same site as the manufactured home served and may be located in the rear or side yard of the manufactured home unit. Existing parking may remain, and new spaces placed adjacent or in a secondary location as the specific site may dictate as long as they fall within conformity with overall setbacks. Existing common area parking shall remain as shown in the CDP and modification to common area parking may be accomplished with a minor amendment to the CDP.

E. Signage

The Colony In the Wood PUD has one existing monument sign on Clyde Morris Blvd. This sign serves as the primary community identification sign and will be maintained in its current condition and location. If the sign sustains substantial (more than 50%) damage in the future it will be re-built in the same location but shall comply with the City signage regulations.

3. SANITARY WASTE, UTILITIES, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

A. Site sewage was formerly processed through an on-site sewage treatment plant and ponds which were permitted by the Florida Department of Environmental Protection, Permit No. FLA011224. Beginning in 2017 the sewerage services for all of the existing facilities were transferred to the City of Port Orange public sewer system via a lift station and a new meter. The Owner is responsible for all public sewerage charges for the development, repair expenses, and maintenance of the on site portion of the system. All future development will utilize the public sewer system and the existing treatment plant and ponds will be decommissioned, remediated, and removed.

Further, the existing on site sewerage network has been inspected and found to have “inflow and infiltration” (I&I) in the form of storm water penetrating the system's network of pipes. To eliminate the I&I and reduce future sewer costs, the property owner/developer will investigate the existing condition of the sanitary sewer system and make reasonable repairs to assist in alleviating the problems.

B. Owner has a central cable television system with a network of cables, all of which are located within the Property. The system as presently installed is operated by Bright House Networks, a City of Port Orange cable operator licensee, and may in the future be operated by any cable operator licenses. The Owner agrees to comply with applicable telecommunication fees under State law.

C. The Owner has granted the City access, maintenance and drainage easements to and over the existing drainage ditches to enable the City to inspect and if necessary, take corrective action pursuant to Land Development Code (LDC) Chapter 10 Sections 13 and 14(b). The Owner is responsible for the maintenance of the ditches including the removal of vegetation and pests on a periodic basis as needed. If the City determines it is necessary, the Owner will grant such additional access, maintenance and drainage easements as the City may reasonably request. Expansion of the existing development for additional manufactured home site shall be designed to meet the LDC stormwater and compensating storage requirements.

4. IMPACT FEES/CREDIT

Impact fees paid represent a permanent entitlement to the land such that any future development on the Property will be credited for the number of Equivalent Living Units for which impact fees have been paid, except as provided by City ordinances. Nothing in this Agreement

shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

5. PROJECT BUFFERS AND LANDSCAPING

External boundaries shall be buffered by a solid wall, fence, or evergreen hedge not less than six feet in height as presently exist. Development of new sites or redeveloped sites will be in substantial conformity with the City of Port Orange Chapter 13, Landscaping and Buffer requirements. New manufactured home sites will require one shade tree per 2,500 square feet of site area, and 8 shrubs. Where gravel or crushed stone is used as a finished ground cover, the number of required shrubs shall be 12.

6. MAINTENANCE OF PROPERTY

The Owner will be responsible for and will maintain all common areas of the property, including but not limited to the club house, pool, and surrounding common areas. In the event of sale of the property, the Owner will deed the common areas and any existing facilities to the new owner or to a properly established association with responsibility for maintaining the common areas. Transfer to an established association shall be considered a minor modification to this MDA and shall require review and approval by the City. Additional information regarding these facilities/common areas can be found in the Colony in the Wood Prospectus, Exhibit "C".

7. HOMEOWNERS' ASSOCIATION

Residents of the Development are members of a Homeowners' Association ("HOA") which was formed and is operating with respect to the property. The development of a maximum of 19 additional sites has been approved by the HOA.

8. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction of the additional sites, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The construction of additional sites shall be in compliance with the tree preservation requirements of the City's Landscape Development Code. Compliance with the City Land Development Code may necessitate modification of the CDP.

9. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida and the City of Port Orange, Florida. The City shall record this Agreement at the Owner's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the Property, and any portion thereof, which is the subject of this Agreement. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon any person, firm, corporation, or other entity that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of the "Colony in the Wood Residential Planned Unit Development" property, or any portion thereof.

10. EXPIRATION

Upon the Effective Date of this Agreement, the terms of this Agreement shall bind and inure to the burden and benefit of each party hereto until this Agreement is modified, amended or rescinded as the parties hereto may mutually agree. Completion of the additional sites shall occur within (2) years of the Effective Date of this Agreement.

11. AMENDMENTS

Amendments to this Agreement, other than minor modifications to the CDP as provided herein, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.

A. Minor Amendments. The request for a minor modification of this Agreement may be administratively approved. For the purposes of this Agreement, minor modifications include those referenced in Sections 3 and 4 and those which meet the following criteria:

1. The site alterations do not increase the building size by more than ten percent of the gross floor area of all buildings, up to a maximum of 1,000 square feet;
2. The site alterations do not adversely affect traffic circulation on or off site;
3. The site alterations do not have a significant impact upon the city's utility system;
4. The site alterations comply with all pertinent codes, rules, and regulations of the City and do not require variances except as previously authorized by the Agreement; and
5. As specifically provided for in this Agreement.

B. Major Amendments. All amendments that do not meet the minor amendment criteria, and are deemed major by the Administrative Official, shall be "Major Amendments" to this Agreement. Proposed modifications deemed Major Amendments as described above, shall be submitted for approval under the same procedure and with the same public notice as required for the approval of this Agreement.

12. CONFORMANCE WITH LAWS

The Owner agrees:

A. To maintain the Property according to all regulations of the City to the extent those regulations are not inconsistent with the CDP or the Prospectus for the Property.

B. To provide agreements, contracts, deed restrictions and sureties acceptable to the City Legal Department related to the existing development or approved redevelopment phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in interest will be bound by the Owner's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement and the CDP.

D. That compliance with the environmental protection code may necessitate modification of the conceptual plan.

13. ENFORCEABILITY

If any provision of this Agreement or the CDP are held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not effect the validity or enforceability of any other provision of this Agreement unless the holding so states.

14. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties, including without limit, the Master Development Agreement, with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement.

15. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be

construed as a waiver of or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals on the dates set forth below.

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Print Name: _____

By: _____
Donald O. Burnette, Mayor

Print Name: _____

Attest: _____
Robin Fenwick, City Clerk, CMC

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me.

Type, Print or Stamp Here
My Commission Expires: _____

WITNESSES:

SHADDIX COMMUNITIES, LTD, a
Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a
Michigan limited liability company
Its: General Partner

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ on behalf of Sun Colony In the Wood GP, LLC, a Michigan Limited Liability Company, General Partner on behalf of Shaddix Communities, Ltd., a Florida limited partnership. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Type, Print or Stamp Here
My Commission Expires:_____

Any change in the use or development of the Property in the future for uses other than the current manufactured home park use, except for the additional nineteen (19) expansion sites and ancillary uses provided by this Agreement, shall require modification to this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

EXHIBIT A
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA SECTION 6, TOWNSHIP 16, RANGE 33 EAST: NORTH 130 FEET OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHEAST AND SOUTH 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES , MORE OR LESS; THE SAME ALSO BEING DESCRIBED AS: PORTION OF SOUTHWEST 1/4 OF SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBES AS FOLLOWS: BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCEL AS A POINT OF REFERENCE, THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 530 FEET TO THE PLACE OF BEGINNING; THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 400 FEET TO THE PLACE OF BEGINNING , EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF PROPERTY LYING EAST OF CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 6 TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXTENDING FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROLFE SOD FARM.

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

1. **CASE NUMBER:**
19-00400003
2. **PARCEL IDENTIFICATION NUMBER:**
00-10-35-00-00-040
3. **PROPOSED ZONING:**
PLANNED UNIT DEVELOPMENT (PUD) INCORPORATING 19 NEW MANUFACTURED HOME SITES INTO AN EXISTING RESIDENTIAL MEDIUM DENSITY DEVELOPMENT WHICH INCLUDES AN EXISTING PARKING LOT, STORAGE, MAINTENANCE, AUXILIARY, CLUB HOUSE, AND BUSINESS OFFICE USES. THE SPACE FOR THE 19 ADDITIONAL UNITS WILL BE ACCOMMODATED THROUGH REMOVAL OF THE EXISTING SITE WASTE WATER TREATMENT FACILITIES AND USING AVAILABLE UN-DEVELOPED LAND.
4. **EXISTING DEVELOPMENT:**
THE SUBJECT PROPERTY IS AN EXISTING #81 ACRES CARP MANUFACTURED HOUSING COMMUNITY WITH 190 EXISTING RESIDENTIAL UNITS, MAINTENANCE AND STORAGE BUILDINGS, VARIOUS ANCILLARY AMENITIES, AND A COMMUNITY CLUBHOUSE WITH BUSINESS OFFICE. OTHER RECREATION AND OPEN SPACE AMENITIES INCLUDE SIDEWALKS, SHUFFLE BOARD COURTS, POCKET PARKS, AND A SINGLE ACCESS POINT FROM CLOVER MORRIS BOULEVARD.
5. **ACREAGE:**
THE SUBJECT PROPERTY #81.1 ACRES
6. **FUTURE DEVELOPMENT:**
ENROLLED ON THIS CONCEPTUAL DEVELOPMENT PLAN (CDP) DEPICT POTENTIAL FUTURE DEVELOPMENT AND LAND USES. THERE ARE CURRENTLY NO PLANS TO CHANGE THE EXISTING MANUFACTURED HOUSING OPERATIONS ON SITE. THE OWNER PLANS TO DEVELOP UP TO TWENTY (20) NEW MANUFACTURED HOUSING SITES ON UNDEVELOPED LAND AND TO FORMERLY UTILIZED FOR THE ON-SITE SEWER TREATMENT FACILITY THAT HAS RECENTLY BEEN REMOVED. THIS CDP WAS DEVELOPED TO REFLECT THE CURRENT DEVELOPMENT PLANS.
7. **PROPOSED UNITS AND USES AND DENSITIES:**
THE PROPOSED USE IS RESIDENTIAL INCLUDING ANCILLARY USES RELATED TO MAINTAINING AND MANAGING THE FACILITIES. THE MAXIMUM DENSITY FOR RESIDENTIAL UNITS SHALL BE 8 UNITS/ACRE.

PER ORDINANCE NO 2018-2-0000, THE FUTURE LAND USE (FLU) PLAN DESIGNATES THE PARCEL AS URBAN MEDIAN DENSITY 2-4000. THE FUTURE LAND USE WITH A MAXIMUM DENSITY OF 4-8 UNITS/ACRE.

DESCRIPTION.
THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA.

SECTION 6, TOWNSHIP 16, RANGE 33 EAST, NORTH 130 FEET OF SECTION 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 AND SOUTHWEST 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES, MORE OR LESS, THE SAME ALSO BEING DESCRIBED AS PORTION OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 16, RANGE 33 EAST, NORTH 130 FEET DESCRIBES AS FOLLOWS, BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCELS AS A POINT OF REFERENCE, THENCE NORTH-ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 510 FEET TO THE PLACE OF BEGINNING; THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 600 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 16, RANGE 33 EAST, NORTH 130 FEET OF SECTION 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND EXCEPT THAT PORTION OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 16, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THAT PORTION OF SAID NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A QUARTER OF THE NORTHEAST 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROUSE LODGE FARM.

OWNER/APPLICANT:

SHADDOX COMMUNITIES, LTD., a Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a Michigan limited liability company
c/o General Partner
CHARLENE FOR, GENERAL PARTNER
27777 FRANKLIN ROAD, SUITE 200
SOUTHFIELD, MICHIGAN 48034
PHONE: (386) 761-2233

Sun Colony in the Wood, LLC dba Colony in the Wood

John B. McLean
President & Chief Operating Officer
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034

Karen J. Dearing
Executive Vice President, Chief Financial Officer, Treasurer and Secretary
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034

ENGINEER:

ATWELL LLC
(SEE TITLE BLOCK FOR CONTACT)

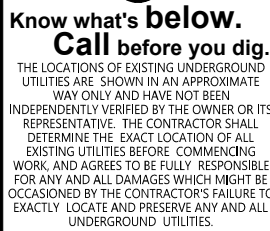
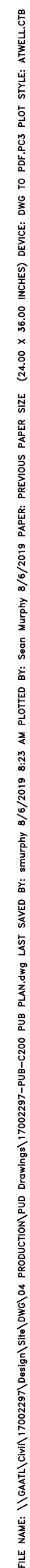
SURVEYOR:

ATWELL LLC
(SEE TITLE BLOCK FOR CONTACT)

LANDSCAPE ARCHITECT:

ATWELL LLC
(SEE TITLE BLOCK FOR CONTACT)

TOTAL ACRES:		88.1 ACRES
EXISTING STREETS		10.8 ACRES
EXISTING COMMON BUILDINGS	APPROX.	0.02 ACRES
EXISTING MANUFACTURED HOMES ROOF AREA	APPROX.	17.7 ACRES*
EXISTING MANUFACTURED HOME SITES	APPROX.	39.3 ACRES
EXISTING COMMON OPEN SPACE	APPROX.	15.1 ACRES
TOTAL OPEN SPACE	APPROX.	54.4 ACRES** (65% OF TOTAL LAND)
EXISTING COMMON AREAS:		15.1 ACRES (28% OF OPEN SPACE)
POOL DECK AND AMENITIES	0.24 ACRES	
DRAINAGE AREA	2.30 ACRES	
PARKS, BUFFERS, OTHER	12.5 ACRES	
PRIVATE OPEN SPACE (AREA IN YARDS)	APPROX.	39.3 ACRES (72% OF OPEN SPACE)
MANUFACTURED HOMES INCLUDING COVERED PARKING AND SHEDS AVERAGE 2000SF OF COVERAGE EACH. 18 EXISTING UNITS / 77000 SF (17.7 ACRES)		
SUM OF ALL BUILDINGS, PUBLIC BUILDINGS, ROADS, AND PARKING (77.2-10.8) FOR TOTAL COVERAGE OF 26.7 ACRES, RESULTING IN 54.4 ACRES OF OPEN SPACE.		



NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE
RESPONSIBILITY OF THE CONTRACTOR; NEITHER
THE OWNER NOR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY RESPONSIBILITY FOR
SAFETY OF THE WORK, OF PERSONS ENGAGED IN
THE WORK, OF ANY NEARBY STRUCTURES, OR OF
ANY OTHER PERSONS.

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24 HOUR
EMERGENCY CONTACT

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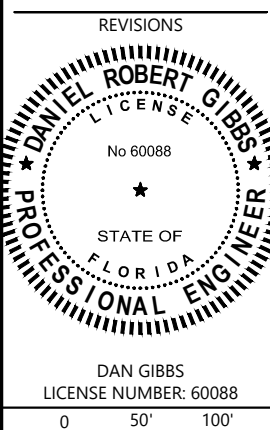
ATWELL
6.850.4200 www.atwell-group.com



SECTION
4000 CLYDE MORRIS BLVD
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

CLIENT NAME
COLONY IN THE WOOD
PUD REZONING PLANS
CONCEPTUAL DEVELOPMENT PLAN (CDP)

DATE	4/30/2019
	6/21/2019
	8/6/2019



SCALE: 1"=100'

DRAWN BY: AB
CHECKED BY: SM
PROJECT MANAGER: DAN GIBBS
JOB #: 17002297
FILE CODE: CONCEPT
SHEET NO. CDP A

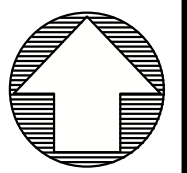


EXHIBIT C
PROSPECTUS

PROSPECTUS FOR COLONY IN THE WOOD

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

PROSPECTUS FOR
COLONY IN THE WOOD
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PROSPECTUS
FOR
COLONY IN THE WOOD

I. NAME AND ADDRESS OF PARK

Colony in the Wood
4000 South Clyde Morris Blvd.
Port Orange, Florida 32129

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

Colony in the Wood, hereinafter the "Park" or "Community" contains the following:

A. Lot Sizes

Colony in the Wood contains 385 lots, which are grouped into eight (8) sections. The number of lots per section and their approximate sizes, are found in the following tables:

Section I: Maple in the Wood - 62 lots:

70' x 90' -	-	Lots 1, 59
70' x 100'	-	Lots 2, 5
100' x 100'	-	Lot 3
50' x 100'	-	Lots 6, 10, 14, 18, 26, 29, 30, 31, 34, 35, 37, 38, 42, 46, 50, 66, 70, 74, 78, 22
60' x 100'	-	Lots 7, 17, 62, 69, 71, 73
65' x 80'	-	Lot 9
50' x 90'	-	Lots 11, 23, 61, 63
50' x 80'	-	Lots 39, 41, 43, 45, 47, 49, 51, 53, 55, 58
80' x 90'	-	Lot 15
60' x 85'	-	Lots 19, 21
70' x 70'	-	Lot 33
60' x 90'	-	Lots 57, 65, 75, 77
70' x 80'	-	Lot 54

Lot #	South Side	North Side	West Side	East Side
25	80'	100'	50'	150'
27	120'	40'	100'	100'
67	40'	80'	100'	100'
79	100'	100'	20'	100'
81	100'	100'	20'	80'
82	100'	20'	90'	90'

13	70'	50'	30'	100'
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Section II: Cypress in the Wood - 60 lots:

80' x 100'	-	Lot 1
70' x 100'	-	Lots 2, 3
70' x 80'	-	Lots 5, 54, 59
50' x 100'	-	Lots 6, 13, 10, 14, 18, 22, 25, 26, 27, 30, 31, 34, 38, 42, 46, 50, 66, 70, 74, 78
60' x 90' -	-	Lots 15, 29, 53, 62, 69, 71, 73, 75, 77
50' x 90'	-	Lots 17, 33, 35, 37, 39, 41, 43, 45, 47, 51
60' x 80'	-	Lot 19
40' x 90'	-	Lot 49
50' x 80'	-	Lots 8, 61, 63
55' x 80'	-	Lot 65
70' x 90'	-	Lot 79
65' x 90'	-	Lots 81, 82

Lot #	South Side	North Side	West Side	East Side
7	120'	40'	60'	80'
9	80'	80'	40'	100'
11	100'	100'	60'	50'
21	90'	100'	40'	150'
23	40'	150'	00'	100'
67	60'	80'	--	80'

Section III: Pine in the Wood - 47 lots:

80' x 80'	-	Lot 1
70' x 90'	-	Lots 2, 27
50' x 90'	-	Lots 4, 8, 10, 12, 14, 16, 35, 37
60' x 80'	-	Lot 5
80' x 90'	-	Lots 6, 9, 58
70' x 90'	-	Lots 13, 26
40' x 100'	-	Lot 18
50' x 100'	-	Lot 20
60' x 100'	-	Lots 22, 59, 39, 45
60' x 90' -	-	Lots 28, 29, 30, 31, 32, 36, 38, 46, 48, 50, 52, 54, 56, 44, 42
75' x 90'	-	Lot 40
55' x 100'	-	Lots 49, 53, 55, 57
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
17	120'	60'	150'	40
21	150'	30'	120'	70'
24	70'	100'	80'	150'

Section IV: Bay in the Wood - 47 lots:

80' x 80'	-	Lots 1, 5
70' x 90'	-	Lots 2, 58, 26
60' x 90' -	-	Lots 8, 30, 32, 36, 38, 42, 44, 46, 50, 25, 28, 52, 54, 56
50' x 90'	-	Lots 4, 6, 29, 27,31, 33, 35, 48
80' x 100'	-	Lot 9
50' x 100'	-	Lots 10, 12
55' x 100'	-	Lots 14, 49
80' x 90'	-	Lot 15
60' x 100'	-	Lots 16, 18, 53, 55, 57, 59
70' x 100'	-	Lots 37, 45
75' x 90'	-	Lot 40
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
21	50'	150'	150'	70'
22	80'	100'	80'	60'
24	100'	70'	60'	150'
17	10'	30'	50'	60'

Section V: Oak in the Wood - 52 lots:

75' x 90'	-	Lots 1, 2, 13, 42, 41, 61, 62
60' x 90'	-	Lots 3, 24 5, 7, 9, 11, 28, 30, 32, 34, 33, 36, 38,
63' x 90'	-	Lots 4, 6, 8, 10, 12, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 40
70' x 90'	-	Lots 14, 53, 54, 73, 74
80' x 90'	-	Lot 26

Section VI: Cedar in the Wood - 56 lots:

50' x 90'	-	Lots 6, 8, 10, 12, 45, 47, 48, 49, 50, 44, 51, 52, 65, 67, 69, 71
75' x 90'	-	Lots 1, 74, 62
70' x 90'	-	Lots 2, 13, 61, 41, 42, 75, 55, 16, 56
60' x 90'	-	Lots 3, 4, 5, 7, 90, 11, 14, 22, 24, 28, 30, 32, 34, 36, 38, 40, 43, 46, 53, 54, 63, 73
63' x 90'	-	Lots 70, 72, 68, 66, 64
65' x 90'	-	Lot 26

Section VII: - 31 lots:

Hickory in the Wood

63' x 90'	-	Lots 88, 86, 84, 82, 80, 78, 76
70' x 90'	-	Lot 90

Willow in the Wood

63' x 90'	-	Lots 33, 35, 37, 45, 46, 47, 48, 49, 50, 51, 52
65' x 90'	-	Lot 43
70' x 90'	-	Lots 53, 54

75' x 90'	-	Lots 31, 44
80' x 100'	-	Lot 39

Palm in the Wood

63' x 90'	-	Lots 17, 15, 13, 11
70' x 90'	-	Lot 9
75' x 90'	-	Lot 19

Section VIII: - 31 lots

Laurel in the Wood

75' x 90'	-	Lot 19 70' x 90' - Lot 9
63' x 90' -	-	Lots 17, 15, 13, 11

Holly in the Wood

63' x 90'	-	Lots 33, 35, 37, 43, 45, 47, 49, 51, 52, 50, 48, 46
75' x 90'	-	Lots 31, 44, 54, 53
80' x 100'	-	Lot 39

Spruce in the Wood

63' x 90' -	-	Lots 88, 86, 84, 82, 80, 78, 76 75' x 90' - Lot 90
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B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to S4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site.

A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Volusia, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park.

The Volusia County setback requirements and minimum separation distance between mobile homes are:

Front yard setback	- 10 feet
Rear yard setback	- 7-1/2 feet
Side yard setback	
abutting another space	- 7-1/2 feet
abutting street	- 10 feet
Waterfront yard	- 20 feet
Minimum separation	- 15 feet

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

C. Shared Facilities

Colony in the Wood has a recreation building, swimming pool, shuffleboard courts, and a fitness and billiard center available for use by community residents. The maximum number of lots that will use these shared facilities is 415. This number may increase or decrease if the size of the community changes including by the acquisition of additional land and/or lawfully allowable densities are increased or decreased and/or areas of the Community currently not occupied by manufactured homes become available as manufactured home lots.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

A. BUILDINGS

Recreation Building--Colony in the Wood has a recreation building, which is located toward the front of the community centered between the streets Maple in the Wood and Cypress in the Wood. The building has one large room, a lounge, of approximately 4400 square feet with a capacity of 350 persons. This lounge is furnished with tables and chairs, a stage and dance floor. The lounge is intended to be used primarily for social functions.

Adjoining the lounge is a kitchen of approximately 200 square feet having a capacity of 5 persons, equipped with a range, refrigerator, and ice maker for serving refreshments and handling clean-up. There are two restrooms to serve the residents using the lounge and pool area. Each restroom is approximately 110 square feet. There are two storage rooms, each with about 200 square feet.

The recreation building contains two offices that serve the Community. Each office is about 250 square feet, having a capacity of 4 persons each.

B. SWIMMING POOL

There is one swimming pool located immediately to the west of the recreation building. The pool is free-form, and about 20 feet wide and 60 feet long. Each end of the swimming pool is approximately 3-1/2 feet deep, with the depth at the center of the pool being 8 feet. The capacity of the pool is 43 persons. The pool is heated. It is surrounded on all sides by a deck about 20 feet wide, which is approximately 10,000 square feet in area. There are chairs, tables, lounges, and umbrellas on the pool deck.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Shuffleboard Courts--Six shuffleboard courts are located about 100 feet to the west of the swimming pool. There are benches for the players' use. Shuffleboard equipment is kept available in a storage area near the courts. All six courts are illuminated for evening play.

Fitness and Billiard Center--A fitness and billiard center of approximately 1,344 square feet is located to the west of the shuffleboard courts at the east end of the community greenbelt area.

Spa – A spa is located adjacent to the swimming pool. It is approximately 10' x 10' in size and has a capacity of 10 persons.

Bocce Ball Courts – There are two (2) bocce ball courts located adjacent to the pool and fitness center.

Pickleball Court – There is a pickleball court located adjacent to the pool and fitness center.

Horseshoe Pits – There are horseshoe pits located adjacent to the pool and fitness center.

Outdoor Kitchen with Grilling Station – This is located adjacent to the pool and fitness center.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

There is adequate shuffleboard equipment for use with the community courts.

There are approximately 6 tables with umbrellas, lounges, and chairs available for use on the pool deck.

The recreation building is furnished with tables, chairs, numerous folding tables, a piano, sound system, bingo equipment, refrigerator, range, ice maker, coffee makers, and outdoor water fountain.

There is no personal property which is reserved for the exclusive use of mobile home owners. The Owner reserves the right to modify, replace, remove or change any personal property made available to the mobile home owners.

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will generally be available for use by the mobile home owners, are as follows:

Lounge--The recreation lounge is generally open seven days a week from 8:00 a.m. until 10:00 p.m. Scheduled social and special events could limit the use of the recreation lounge at specified times. The Community Management reserves the right to use and assign the use of the recreation lounge.

Swimming Pool--The swimming pool is generally open seven days a week, one half-hour after sunrise to one half-hour before sunset.

Shuffleboard Courts--The shuffleboard courts are generally available for play from sunrise to sunset, seven days a week.

Fitness and Billiard Center – The fitness and billiard center is open from sunrise to sunset, seven days a week.

Horseshoe Pits – The horseshoe pits are open from sunrise to sunset, seven days a week.

Outdoor Kitchen with Grilling Station – The outdoor kitchen is open from sunrise to sunset, seven days a week.

Spa – The spa is generally open from one half-hour after sunrise to one half-hour before sunset seven days a week.

Bocce Ball Courts – The bocce ball courts are generally open from sunrise to sunset seven days a week.

Pickleball Court – The pickleball court is generally open from sunrise to sunset seven days a week.

Office--The office is generally open Monday through Friday from 8:00 a.m. until 5:00 p.m. The office will be closed for holidays and special events as the Community Management considers desirable.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly.

F. FUTURE IMPROVEMENTS

All facilities in this Prospectus have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The management, operation and maintenance are under the direction of the Owners of the Community. The Owners will designate a person or persons to act as on-site Manager(s).

The community office is located at 4000 South Clyde Morris Blvd. in the recreation building. All questions and problems concerning Community operations should be directed to this office.

All questions and problems concerning Community maintenance or operation should be directed to the office. The maintenance and operation within the Community will be performed by Community employees or by contract with other persons at the Management's discretion.

The Owner may from time to time employ such additional personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Decorative underskirting around the home.
2. Patio cover large enough to cover the entire patio, plus a one foot minimum overhang, on homes that have a patio.
3. Raised patio on homes where a patio will be a part of the exterior improvements to the home.
4. Carport wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles and utility room that will use this area.
5. Permanent steps where needed at the home.
6. Decorative planter and/or shrubs to landscape around the front of the home.
7. Concrete driveway long enough to accommodate the vehicles and utility room for each home, and at least eleven feet wide.
8. Concrete walkways as needed for each home.
9. Sod for entire lawn area.
10. Electric connections from the panel under the Florida Power and Light meter into the mobile home. This panel is located on or near each individual home owner's lot.
11. Water line from the Park provided shut-off valve located on the home owner's lot to the point of connection of the mobile home.
12. Sewage discharge line from the mobile home to the clean out.

All exterior improvements to a home must be of a material, design, and construction approved by the Community Management.

All required improvements must meet specifications as established by the Park Owner. Such specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

Tenants who were residents of the Park as of June 4, 1984, and those tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, are as follows:

1. Water Service

Water for the homes is provided by the Community by the City of Port Orange. Colony in the Wood is responsible for the water distribution system, up to, and including, the shut-off valve providing water to each lot. The water shut-off valves are located above ground at the electric meter pedestal. These pedestals are not uniformly placed throughout the Park due to the specifications of Florida Power and Light Company at the time each section was developed. However, most of them are placed within about five feet of the lot line. Water service is charged as a separate fee and is not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered usage, including a pro rata share of the cost of meter reading and billing.

2. Sewage Disposal Service

Sewage service is provided by the City of Port Orange. The homeowner is responsible for the sewer lines within his home and to the clean out. Sewer service is charged as a separate fee and is not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered usage.

3. Waste Disposal Service

Garbage and trash are collected at the street edge by JJ's Waste and Recycling. Trash, recycling, and yard waste should be placed in containers provided by Community Management which will enable the collectors to handle it efficiently. Home Owner's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent.

4. Cable T.V. Service

Basic cable television service is provided to the home owners by Spectrum. No TV antennas are allowed on individual mobile home lots. The cost of providing basic cable TV service is included in the base rent.

5. Storm Drainage

Storm water drainage is accomplished by the grade of the roads and an open ditch system on the north, south, and west sides of the Community. All water is then discharged into a major storm water canal located west of the Community. The cost of providing storm drainage is included in the base rent.

6. Electricity

Electric power is provided to each home by Florida Power & Light Company, which is responsible for maintaining the electric service lines through and including the electric meter. The homeowner is billed directly by the power company for electricity used. The Community is responsible for the service lines from the meter, through and including the panel located directly under the individual mobile home electric meter. Electric lines in the home and outside the home to this point of connection, are the responsibility of the homeowner.

7. Telephone Service

Telephone service is provided by AT&T, which directly bills the homeowner for the service.

8. Other Services

The following services are provided by the Community:

- Streets and community areas are illuminated.
- Lawns are mowed as needed, fertilized twice a year, and sprayed for chinch bug control.
- Monthly newsletter and social calendars are available.
- Various social functions are sponsored throughout the year.
- Mailboxes for each home.

9. Changes to Utilities and Other Services. The description of the utility and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. LOT RENTAL AMOUNT

The mobile home owner will be responsible for payment of lot rental amount as follows:

A. Base Rent--

The base rent for the leased lot is \$_____ per month, and will be in effect from _____, 20_____, to _____, 20_____, payable on the ____ day of the month.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.

2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.
5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.
6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.
7. Water Charge – \$_____ per month based on the home owner's individually metered usage.
8. Sewer Charge – \$_____ per month based on the home owner's individually metered water usage.

C. Government and Utility Charges--

The mobile home owner will be responsible for payment of government and utility charges to the Park Owner by state or local government or utility companies. Certain utility charges, ad valorem property taxes, and non-ad valorem assessments may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park. Those items defined below as government and utility charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future lot rental amount increases.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

E. Pass-Through Charges

The mobile home owner will be responsible for payment of pass-through charges, which are the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the home owner on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

F. Generally

The costs of all other services required by the mobile home owner are solely the home owner's responsibility. The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the Delivery Date. The amount for these charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with the tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

Increases in Lot Rental Amount

The manner in which lot rental amount will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy. Such sums include base rent, special use fees, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to the base rent, including, but not limited to, such charges as guest fees and late fees.

c. "Government and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount--Categories of Charges.

Current Lot Rental Amount. A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the mobile home owner (the "Delivery Date"), and the dollar amount of each such charge as of the Delivery Date, is set forth above.

4. Lot Rental Amount--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from the imposition of certain government and utility charges, the lot rental will not be increased more frequently than annually.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent and Prevailing Economic Conditions, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental amount.

Factors which may affect the level of increases in lot rental amount are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal

5. Maintenance costs

6. Management costs

7. Property taxes

8. Major repairs or improvements. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature will be taken into account in determining the total costs, and such expenses and charges shall include, but not necessarily be limited to:

(a) The costs of all insurance carried by Owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilation, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, man-aging, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof;

(l) Debt service.

10. Prevailing Market Rent--Refers to the lot rental amount imposed in mobile home parks comparable to this Park, or the lot rental amount willingly paid from time to time by new residents of this Park.

A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owner's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the park, including all costs of litigation.

13. Government and Utility Charges--The mobile home owner will be responsible for payment of those charges to the Park Owner by state or local government or utility companies. Charges by state or local government or utility companies will only be used as a factor for future rent increases to the extent those charges are not directly charged more frequently than annually.

14. The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

15. Costs incurred as a result of actions by state or local government or utility company.

Additional Considerations

The Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Florida Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The sections above are intended only to provide the home owner with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental amount.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's lot rental amount.

Home owners assuming the remaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient. The increased lot rental amount must be disclosed to the prospective home owner.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

There are no current user fees charged in the Park.

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, are attached as Exhibit A.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. ZONING

Colony in the Wood is presently zoned PUD – Planned Unit Development. Permitted principal uses are manufactured or modular home communities and may include other allowable uses under the Urban Medium Density Residential Future Land Use.

The City of Port Orange is the zoning authority for the land which comprises this Community.

The Community Owner has no current plans to seek a change in the future use of the land comprising Colony in the Wood.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Rental Agreement

Exhibit D -- User Fee Agreement

EXHIBIT “A”

RULES AND REGULATIONS

COLONY IN THE WOOD RULES AND REGULATIONS

Community management of Colony in the Wood offers Equal Housing Opportunities. Colony in the Wood does business in accordance with Federal Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots.

All reasonable means have been taken to ensure that community residency is pleasant and enjoyable. Many of the following rules and regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all Residents.

These rules and regulations are intended to maintain the appearance and comfort of the Community for Residents and their visitors. A copy of the rules and regulations will be posted in the clubhouse and must be observed by all Residents, guests and invited family members. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the rules and regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

Definitions:

“COMMUNITY” means a “mobile home park” as defined in section 723.003(12), Florida Statutes.

“COMMUNITY OWNER” means the owner or operator of the Community.

“MANUFACTURED HOME” means a “mobile home” as defined in section 723.003(8), Florida Statutes.

1. ENFORCEMENT OF RULES AND REGULATIONS

A. Please note that ignorance of a Rule and Regulation cannot be accepted as an excuse for violation. Every effort will be made by Management to ensure that the rules and regulations are enforced and that Resident safety and comfort are not disturbed. Each Resident's cooperation is absolutely essential in enforcing these rules.

B. Notwithstanding Community Owner's express intent to enforce the Community rules and regulations and to require compliance therewith by all Community Residents, compliance and enforcement is a matter between the Community Owner and the offending Resident, and as such, no other Home Owner or Resident has any right against the Community Owner relative to enforcement of the rules and regulations against another Resident.

2. NOTICE OF VIOLATION OF RULES AND REGULATIONS

Management will contact Residents who violate a Community rule or regulation by means of a personal visit, telephone call and/or a NOTICE OF RULE VIOLATION will be mailed. It is expected that all Residents will correct the violation within the amount of time noted on the violation. Repeat violations could lead to eviction proceedings pursuant to section 723.061, Florida Statutes. Please note that total adherence by Residents is absolutely essential to provide Residents a peaceful surrounding.

3. ACCEPTANCE OF LOT RENTAL AMOUNT, LATE CHARGE & DELINQUENT NOTICE

Home site lot rental amount is to be paid monthly. Lot rental amount is due on the first day of each month and must be paid on or before the tenth day of the month. A Late Charge will be charged to all Residents whose payment is not received by Management (including mailed-in payments) on or before the tenth day of the month. If a Resident chooses to pay their lot rental amount with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted by personal check, money order, cashier's or certified check. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, payment by certified funds, or money order may be required for payment. Lot rental amounts are payable only

in United States Funds. **For safety purposes, cash payments are not accepted for any reason.** The Resident's lot number must appear on the check, money order or bank draft. In the event that the Resident fails to pay the lot rental amount on or before the tenth day of the month, Management will issue a Delinquent Notice requiring the Resident to either pay all monies due or the Resident may be evicted pursuant to section 723.061, Florida Statutes. In the event that Management chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorneys fee in addition to court costs. Resident will have the option to prepay lot rental amount only when that option is offered to the Residents.

4. OCCUPANCY

A. Any person applying for admittance as a Resident of the Community must fill out an Application for Residency and be interviewed by Community Management. All prospective Residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective Resident for any reason not prohibited by law. Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The purchase of a Home Owner's home by those who have not executed the lease agreement or obtained written consent from the Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency and credit check must be completed and approved, a Prospectus delivered, and a Rental Agreement signed, prior to (1) arrival of the Home Owner's manufactured home in the Community; or (2) occupancy of a home already in the Community. The Community Manager reserves the right to: (1) refuse to accept further lot rental amount and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these rules and regulations; and (2) refuse rental to any occupant (approval will not be unreasonably withheld).

B. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80 percent of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other Resident must be 35 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest Resident of a manufactured home dies or vacates the manufactured home, the remaining Resident(s) may continue as a Resident(s) of the Community and Resident of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining Resident(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a Resident who is less than 55 years of age but older than 35, as long as at least 80 percent of the occupied homes in the Community, including that of the new Resident, are occupied by at least one person 55 years of age or older.

C. At the time of application for initial occupancy or upon request of Community Management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, or national or international document of comparable reliability containing the prospective resident's birth date.

D. Upon request of Community Management, existing Residents shall produce documentation, as referenced above, for purposes of age verification. On January 1st of each even numbered year, all existing Residents, upon request by the Community Management, shall be required to provide the names and ages of all current Residents of the home, in writing, to Community Management.

E. Only persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to own a home or reside in the Community. As a condition to approval for residency in the Community, all Residents are required to show proof of ownership of their manufactured home; such

proof may be made by title or registration to the home. Each Resident of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the manufactured home, each Resident must sign a copy of the Rental Agreement. Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home.

F. Failure to provide documentation verifying the ages of all residents of the home shall constitute a violation of these rules and regulations, and the Home Owner and/or the manufactured home may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY

A. Prospective Residents of the Community must be approved by Community Management based upon:

- (1) Completion of a questionnaire provided for this purpose
- (2) Credit, background, criminal history check and reference check
- (3) An interview of all persons planning to occupy the manufactured home

Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the home; or about service pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.

B. If requested by Management, the prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Community Management. Prospective Residents living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

C. Factors to be considered in review of an application for residency:

- (1) Favorable credit rating by individuals or businesses having credit experience with Resident or by credit bureau report.
- (2) Favorable reports from previous landlords and current landlord.
- (3) Favorable report of employer as to veracity, trustworthiness and character.
- (4) Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the manufactured home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

D. Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items:

- (1) Falsification of information on application.

- (2) Refusal to provide requested information.
- (3) Conviction of a felony under the law of any state, or the United States.
- (4) Unfavorable credit information.
- (5) Unfavorable report of present or previous landlord.
- (6) Unfavorable report of employer.
- (7) Failure to show ability to meet financial obligations to the Community.
- (8) Home to be located in the Community is not in compliance with the Community requirements.
- (9) Home to be located in the Community is over 5 years old. May be waived by Community Manager upon inspection and approval.
- (10) Exhibiting attitude to Community Management that the rules and regulations of the Community will not be respected and followed by applicant.
- (11) Refusal to sign Community Lease.
- (12) Refusal to pay any financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming tenants.
- (13) Refusal to read and accept the Community rules and regulations.
- (14) Failure to qualify as a single family or having too many older persons or a pet that does not qualify .
- (15) Failing to provide proof of ownership of the manufactured home and the information regarding any lien holder.

E. In order to verify the qualifications of the Community as housing for older persons under the Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995) and Chapter 760, Part II, Florida Statutes, (collectively, the “Act”), and consistent with 24 CFR Part 100, Subpart E, Section 100.307, verification of the ages of all Community residents is required as is the determination of whether at least one occupant of each home is 55 years of age or older.

(1) All persons applying for residency in the Community, and all persons currently in occupancy within the Community, shall be screened on the basis of their age. Eighty percent of the occupied homes in the Community must be occupied by at least one person 55 years of age or older. Therefore, each person must produce for inspection and copying documentation for age verification as specified in the “Occupancy” rule above.

(2) If any resident refuses to produce age verification documentation as specified above, the Community may, upon sufficient evidence, consider the home to be occupied by at least one person 55 years of age or older. Such evidence may include: (1) government records or documents, such as a local household census; (2) prior forms or applications; or (3) a statement from an individual who has personal knowledge of the age of the resident. Any such statement shall set forth the basis for such knowledge and shall be signed under penalty of perjury.

(3) The Community shall provide for regular updates of the initial information supplied by the residents of the Community. These updates shall take place in January of each even numbered year. If reliable documentation currently exists concerning the occupants of a home, the Community shall simply assure that the

Residents on file continue to reside in the home. Otherwise, all existing Residents shall be required to provide the names and ages of all occupants of the home, in writing, to the Community Manager. A reminder of the Home Owner's obligations under the "Occupancy" rules may be required.

(4) The Community Manager shall produce a summary of the information gathered concerning the occupancy verification. The summary shall include, by lot: (1) whether the lot is vacant or occupied, and (2) if occupied, whether the unit is occupied by at least one person age 55 years of age or older. Also, in figuring occupancy, if a unit is temporarily vacant due to seasonal home owners, the unit should be counted as occupied if the home owner intends to return. If a home is subleased, the age of the subleasee shall be recorded as the Resident's age, instead of that of the Home Owner. The percentage of occupied homes in the community meeting the age requirements shall then be figured. (The Community must always maintain, 80 percent of occupied units occupied by at least one person 55 years of age or older).

(5) The survey summary, and supporting documentation shall be maintained in a separate file with limited access, created for the sole purpose of complying with the Act and not in general or Resident files that may be widely accessible to employees or other residents. The segregated documents may be considered confidential and not generally available for public inspection.

6. SALE OF MANUFACTURED HOME

A. A Home Owner has the right to sell his manufactured home within the Community, and the prospective purchaser may become a Resident of the Community. However, a prospective purchaser who intends to apply for residency in the Community must qualify pursuant to the requirements of these rules and regulations, complete the requisite application, and be approved by the Community Management. Thus, any prospective Home Owner must qualify for and obtain prior written approval of Community Management to become a Resident of the Community.

(1) Notice to the Community Owner. A Resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to the Community Manager notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Community Owner may require, and an executed copy of the proposed contract to sell. Resident shall direct the prospective buyer to the Community Management for exchange of information, including the lot rental amount, which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing, or purchase of Resident's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by the Resident. This rule does not in any way diminish or affect the obligation of every seller of a manufactured home to seek and to obtain written approval of the purchaser by Community Management prior to the sale/purchase of the home and prior to change in occupancy of the home.

(2) Application Form. The Community Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Community Owner in order to enable the Community Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Community Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Community Owner along with and as an integral part of the notice. An application fee shall be charged to the Resident transferring his manufactured home, which fee shall accompany the application form. This fee will be refunded to any applicant ultimately accepted as a resident of the Community.

(3) Failure to Obtain Approval of Community Owner/Manager. Any person who purchases a manufactured home situated in the Community or who becomes an occupant or tenant of a home in the Community, but does not qualify as, and obtain consent of the Community Manager to become, a resident of the Community, shall be subject to immediate eviction pursuant to Section 723.061(1)(e), Florida Statutes.

(4) Disapproval by the Community Owner/Manager. The Community Owner may disapprove the prospective purchaser if the prospective purchaser does not qualify to be a Resident. Notice of such disapproval will be mailed to the prospective purchaser, within fifteen (15) days after receipt of the notice of intent to purchase, with grounds therefor. If the Community Owner shall disapprove a proposed purchaser, such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. If the Community Owner shall disapprove a proposed lessee, such disapproval shall be grounds to deny Resident the Community Management's consent to such sub-lease. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.

B. Community Management shall have the right to inspect the exterior of the manufactured home prior to approving a prospective purchaser as an acceptable Home Owner in that manufactured home. Homes must meet all state and local code requirements, including but not limited to anchoring, electrical and plumbing. Prior to written approval of the purchaser, the seller and the purchaser must provide written assurance to the Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these rules and regulations. Community Management has the right to deny approval of the prospective purchaser if such written assurance is not provided. If the manufactured home is more than fifteen (15) years old from the date of manufacture, purchaser may be required to furnish Community Management with a home inspection report from an established home inspection firm, which document may be used to determine needed repairs or upgrades.

C. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the home window only. No signs are allowed in yards. Violations of this restriction may subject resident to eviction pursuant to section 723.061, Florida Statutes. Placement of such signs must be approved to assure that they will not interfere with maintenance equipment or damage underground lines. "For Sale" signs, "Open House" signs, directional signs, information signs, etc., shall not be placed on any of the common areas of the Community. Signs regarding an open house may be placed only in the yard of the home for sale. "Open House" and related signs must be removed after the open house hours have concluded. Open houses may only be held during daylight hours. For safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. To register, the Home Owner will provide the Community Office with written notice of a Home Owner's intent to sell his home.

D. All homes within the Community are subject to regular external inspections. Failure to comply with the standards stated in these rules and regulations shall result in a Notice of Rule Violation and may result in termination of tenancy pursuant to section 723.061, Florida Statutes.

E. The Community Owner requires that any manufactured home not meeting the Community's established standards, as required by these rules and regulations, or any manufactured home which is improperly maintained, be upgraded to improve the quality and appearance of the manufactured home. Failure to meet the Community's requirements within ten (10) days of written notice shall be a violation of these rules and regulations.

F. Community Management requires that Residents comply with the requirements of all governmental agencies, including, but not limited to, those of the Department of Motor Vehicles, State of Florida, Volusia County, and HUD.

7. REMOVAL OF MANUFACTURED HOME

A. The lot rental amount for the balance of the current lease term will be owed as to any home which is moved and the lot vacated prior to the end of the lease term. Or, in the event the Home Owner intends to move his manufactured home from the Community, he must give written notice to Community Management of that intent at least 30 days prior to the moving date unless the home has sustained extensive damage. If there has been extensive damage, the Community Manager may waive or reduce the 30 day notice required prior to the home removal. Movement of homes from the Community must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of \$10,000.00 to insure against damage to Community property. Prior written permission

from the Community Owner is required prior to any move of a manufactured home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.

B. Any Home Owner who should remove his or her home is responsible for removal of all trash and discarded materials. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to a well-maintained condition will be charged to the Home Owner.

C. Community Management and Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the manufactured home of a Home Owner from the Community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

8. SETUP: NEW AND RESALES

A. The location and positioning of the home on the lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Home Owner's home or lot will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community. Only new homes (never previously occupied), and used homes which have been approved in advance in writing by the Community Management as acceptable for location within the Community, will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Community Owner. Written approval from the Community Owner is required prior to the commencement of any work.

B. Manufactured homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with local codes and with Community Management's specifications. Manufactured homes must be anchored immediately, as required by all governmental regulations.

C. Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Volusia County Building Department, or other applicable local agency, and approved by the Community Office:

(1) All new manufactured homes entering the Community must have removable hitches which shall be removed upon anchoring.

(2) The manufactured home must be skirted on all sides with decorative underskirting that is similar and compatible with neighboring homes and that has prior approval from the Community Management. The underskirting must be completed within five (5) days of delivery of the home in the Community, and must be maintained regularly to ensure a uniform and attractive Community.

(3) Approved concrete or other Community Management approved steps, must be installed at all entrances of the manufactured home.

(4) Home Owner shall install a permanent carport. The carport must be wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles that will use this area and a utility room.

(5) No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these rules and regulations). Central air conditioning must be installed in units coming into the Community.

(6) No aluminum foil or the like shall be placed in any window in the manufactured home.

(7) No fences are to be built or maintained on any lot in the Community without prior written approval by the Community Owner. However, fences may be permitted, after obtaining Community Management approval or for use by the Management, along Community borders and to make a separation from safety hazards.

(8) Propane tanks are not permitted on any lot without prior written approval by the Community Management. Propane tanks will not be permitted in front of a manufactured home or in any area directly visible to any street.

(9) Window coverings visible from the street shall be limited to blinds, shutters, draperies, curtains or similar standard window treatments.

(10) The color of any stains to be applied to a driveway or walkway must be approved, in writing, in advance, by Community Management. Only a concrete stain may be used. Acrylic, enamel, or any other type of paint is not allowed. Any driveway or walkway allowed to become unsightly will have to be cleaned or restained. The completed work must be approved by Community Management.

D. All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these rules and regulations shall be of a quality, type, style and pattern approved in advance in writing by Community Management. Community Management shall have control over the manner of installation or attachment of the home and of any accessory structures, and all installations and construction shall be consistent and compatible with other home in the Community. All home plans and designs shall be approved in writing by Community Management prior to the commencement of the erection of the home upon the homesite. All installations shall comply with Federal, state, and local laws and regulations, and shall comply with all standards referenced within the Community's rules and regulations and the Home Owner's prospectus and Lot Rental Agreement.

9. LOT IMPROVEMENTS BY HOME OWNER

A. Improvements are encouraged; however, any construction of, addition to or improvements to a manufactured home, and its locations, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, walkways, exterior painting, and the like, will not be permitted unless the resident obtains prior written approval from the Community Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, Community Management may require Home Owners to remove any unapproved construction, improvement, or addition at the expense of Home Owner. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of deed. All improvements must be completed within thirty (30) days. For additional information on Community Standards, please see "Home Site Care" below.

B. A concrete driveway long enough to accommodate the vehicles and utility room for each home and at least eleven feet wide is required as stated in the Colony in the Wood prospectus. The Home Owner is responsible for maintenance and repair of this concrete area.

C. If the Home Owner wishes to extend the concrete driveway of his home site, he must obtain permission from the Community Management, and at the sole cost and expense of the Home Owner.

D. No pools, swingsets, or other outdoor recreational equipment are permitted on individual home sites.

E. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite. Outdoor clothes drying devices (umbrella clotheslines, drying racks or any other type

of clotheslines or device) may only be installed on Home Owner's homesite in a location which is not visible from the street, or if such placement is not possible, the device must be placed in the most inconspicuous location possible and must be shielded from view to the greatest extent feasible.

1. "T" clotheslines, and clotheslines which are not installed or designed to be stored at the end of each day of use, are not allowed on any homesite in the Community.

2. No clothesline or other clothes drying device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restrict access to property located within the Community. Additionally, outdoor clotheslines and devices shall not be installed nearer to a lot line than the height of the device. Written approval of the specific location of a clothesline or other clothes drying device must be obtained from Community Management prior to the installation of that clothesline or clothes drying device in order to ensure that the device is located in conformance with the aesthetic standards of the Community.

3. Any clothesline or other outdoor drying device must be removed and stored before sunset on each day of use.

F. It shall be considered a violation of these rules and regulations if a manufactured home owner shall lose possession of his manufactured home for reason of foreclosure of a lien against said manufactured home or as a result of a sheriff's levy; assignment for the benefit of creditors; bankruptcy and/or receivership. Any successor in interest who may have possession, care custody and/or control of the manufactured home owner's manufactured home may not, except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that manufactured home in the Community. This limitation does not pertain to the ordinary sale of a manufactured home, which home otherwise meets Community standards and is sold to prospective purchasers who are otherwise acceptable manufactured home owners for entry into the Community.

10. HOME SITE CARE

It shall be the responsibility of the Home Owner to ensure that his manufactured home and lot are properly maintained.

A. All Home Owners must maintain their manufactured home, yard, and all applicable buildings in compliance with all county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, or in a screened enclosure or patio. Only furniture designed for outside use will be permitted.

B. Home Owners whose lots are adjacent to drainage ditches and/or canals will not dump any clippings or other debris into the ditch/canal. Home Owners must leave access through his lot and shall place no obstruction at the rear of the manufactured home so as to allow access in order to maintain and service the area.

C. It shall be the responsibility of each Resident to keep their home site edged, trimmed, and watered. Residents are also responsible for all watering and trimming necessary to maintain the shrubs and contents of the planters on their home site. Residents are responsible for keeping the grass neatly edged at their street edge, their sidewalk, and along their own carport. Each Resident is responsible for his/her respective plants and lawns. Also, said areas are to be kept as free of weeds as possible and should not be permitted to become overgrown. Community Management may notify resident of his/her failure to comply with this provision. See Prospectus

D. Sprinkler systems, if installed, must be such that lawn mowers will not damage them. Sprinkler heads must be low enough for mowers to pass over them and strong enough to support the mower's weight. Home Owners are responsible for the expense to repair improperly installed sprinkler systems damaged by lawn mowers. Mobile sprinklers and hoses may not be left unattended.

E. Each Resident is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Management's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Manager. Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed by consent of Community Management with costs shared equally by Homeowner and Community Owner. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

F. Residents who are going to be absent from the Community for more than two (2) weeks must notify the community office as to what arrangements have been made for necessary grounds care.

G. Colony in the Wood contains extensive underground facilities; therefore, no digging of any sort will be permitted without prior consent of the management. Residents are requested to consult Community Management before digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

11. COMMUNITY STANDARDS FOR HOMES AND HOME SITES

A. All manufactured homes must be kept in good repair, including utility buildings. Residents must immediately repair any water leaks in or from pipes or fixtures in, on, or under their manufactured home. Broken windows, peeling paint, dull exterior of a manufactured home, or dirt, grime, or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the manufactured home, including the eaves and trim, shall be kept free of mildew or discoloration. Manufactured homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to well-maintained condition. Changes in material or color of a screened area must be approved by the Community Manager prior to installation. All exterior materials used in upgrading must be approved in advance by Community Management. Upon failure of Resident to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as lot rental amount.

B. Obsolescence: As the appearance of the manufactured home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

C. Any manufactured home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above.

If the present skirting is destroyed by windstorm, an act of Nature, or by any other means, replacement skirting must be of the approved type.

D. Should the Home Owner's manufactured home be destroyed by fire, windstorm, an act of Nature, or by any other means, the Home Owner must remove the salvage from the lot within forty-five (45) days from the date of such event, or from date of mailing of a written notice from Community Owner to Home Owner to remove same, whichever is earlier.

12. FLORIDA LICENSE DECAL

A. All manufactured home owners must maintain current state registration decal(s) on their manufactured home. The current state decal shall be displayed on the manufactured home at all times. Residents are asked to display the decal(s) in the lower left-hand corner of a window which faces the street. A copy of the current registration must be furnished to Community Management upon written request.

13. VEHICLES

A. Inasmuch as Colony in the Wood is maintained as a private enterprise, its streets are private and not public thoroughfares.

B. Residents must park their vehicles on their driveway. The resident is permitted a total of two (2) vehicles per lot, provided there is adequate room. Storage of a third vehicle, if there is adequate room, requires written permission from the Community Manager. Resident's vehicles should not extend past the front of their home or screened room when parked, and must be completely off of the roadway when parked. Without prior written consent of Community Owner, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by Florida law. The street right-of-way may not be used for parking except for guests, for periods up to five (5) hours. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community lot and not on other Residents' lots. Parking on roadways within the Community, or on lawns, swales, green areas, or vacant lots, or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the lot. Community Management will ban from the Community any vehicles which, in its sole judgement, interfere with the peace, privacy, and/or general welfare of other Residents, or with the appearance of the Community. Vehicles in violation of these rules and regulations may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Community Owner. Residents are responsible for vehicles belonging to guests.

C. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial US DOT Class 1 vehicle with a gross vehicle weight rating of 6,000 lbs. or less and includes US DOT Class 2 minivans and pick-up trucks with a gross vehicle weight rating of 6,001 to 10,000 lbs. and is further defined as a car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation and is without advertising logos, signage, decals, and stickers. Mechanical or other repair of vehicles, boats or trailers is not permitted at the homesite. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, unpainted, or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

D. No truck larger than that of a "personal vehicle" described above will be permitted in the Community without prior management approval. All commercial trucks, boats, campers, motor homes, step vans, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and

storage fees as applicable are paid. Campers, motor homes, boats, or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home, or similar vehicles. Boats, utility trailers, and similar vehicles over 18' in length, cannot be stored on individual home sites. Written permission from the Community Management is necessary for permanent storage of smaller units on individual lots.

E. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated by a resident only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by a resident or guest. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

F. Speed bumps, if installed, are a safety factor. The Community Owner or Manager is not responsible for any damage or personal injury resulting from contact with a speed bump.

G. The speed limit within the Community is fifteen (15) miles per hour. Speeds in excess of posted limits is prohibited. All autos, motorcycles, mopeds, and other vehicles must observe the posted speed limit of fifteen (15) miles per hour, and obey all "stop" signs or other posted warnings. A full stop must be made at all stop signs. All of these rules will be enforced for the safety of our Community residents. Residents must inform all visiting friends about the speed limit and the aforementioned rules.

H. The building of boats in the Community is prohibited.

I. Bicycle riding in the Community after dark is permitted only if the bicycle is equipped with functioning front lights and rear reflectors on the bike. Bicycle riders must obey all street signs.

J. Recreational vehicles, such as travel trailers, motor homes, boats, etc., must not be parked at the recreation lounge area without special permission from the Community Management. Recreation vehicles parked at the recreation lounge area are not to be occupied overnight or used for living quarters.

K. The parking areas at the recreation lounge are intended for temporary parking use only. Vehicles must not be parked at the recreation lounge area for more than twenty-four (24) hours without special permission from the Community Management. Parking spaces are offered and controlled at the discretion of the Community Management. Permission to park vehicles for extended periods of time is at the sole discretion of the Community Manager.

14. PETS

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

A. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

B. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

C. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

D. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

E. When outside, all pets must be kept on a hand-held leash.

F. Pets may not be tied up and left outdoors.

G. Management may require removal of pets that cause excessive noise or disturb other Residents.

H. "Beware of Dog" signs are not permitted.

I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

J. Feeding of stray or wild animals is prohibited, with the exception of one (1) wild bird feeder per home site. If a bird feeder is installed, the Resident must maintain the area to keep it clean and remove excess or scattered seed from the ground. The bird feeder must not be considered a nuisance by attracting other wild animals. Residents are discouraged from doing anything to attract other wild or stray animals into the Community.

K. Pets belonging to overnight visitors of Residents must be boarded outside of the Community if such pets are deemed objectionable by any nearby Resident or by the Community Owner. Pets belonging to guests are restricted to the host resident's home site. Pets belonging to guests are not permitted to disturb neighbors in any way at any time day or night.

L. Pets belonging to visitors are limited to a forty-eight hour stay within the Community unless the Resident host requests and receives permission from the Community Management to extend the time limit.

M. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

14a. BIRDS

A. Pet birds whose singing or other noises are not audible outside the owner's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

B. Community Management will monitor bird owners' compliance with the foregoing rule and will investigate any and all complaints concerning birds from any neighboring Resident; and when bird owners are determined by Community Management to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which can lead to eviction for non-compliance.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

15. TRASH/GARBAGE

A. All garbage must be enclosed in Community-provided toters and placed near the street edge in front of the home on the day of scheduled collection. Toters must not be left outside overnight and must be stored in an inconspicuous location, out of view from the street.

B. Residents are encouraged to place acceptable recyclable materials in the recycling containers provided by the Community. Information regarding recycling schedules and acceptable recycling materials is available in the community office. Other persons must not tamper with or remove items from the recycle bins. Materials left in the collection bins after pickup are not accepted as recyclable materials by the recycling contractor. Such items should be removed and placed in regular garbage for collection.

C. There shall be no burning of trash, leaves or other materials on individual lots within the community. Grass cuttings, leaves, trimmings, and other debris must be placed in containers adequate for pickup, and put at the edge of the street on collection days.

D. Residents, and their guests, agents, invitees, or other occupants, are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under, or about the leased site, or any area in the community, and from transporting to or from the leased site or other areas of the community, any hazardous waste.

16. WATER/WASTEWATER

A. Items such as, but not limited to, sanitary napkins, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons, and the like are not to be disposed of in manufactured home or community commodes or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the manufactured home owner whose manufactured home occupies the space from which the foreign object originated. All cost of collecting the expense of purging the lines, including a reasonable attorney's fee, in the event a manufactured home owner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such manufactured home owner. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the home owner is the prevailing party, the home owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner.

B. Residents are requested to conserve both drinking and irrigation water.

17. ANTENNAS

A. In order to maintain an attractive community, Residents are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized, which may be provided by Management, as opposed to installing outdoor reception devices. No antennas or reception devices shall, in any way, be attached to or protrude from any manufactured home or home site, except small satellite dishes one meter (39") in diameter or diagonal measurement or smaller, which must be installed in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. Any equipment that interferes with neighboring reception is prohibited. Outdoor reception devices must be installed on Home Owner's home or on the ground of Home Owner's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Prior written approval from management is required for the placement of a satellite dish or TV antenna on the homesite.

B. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the community. Due to safety concerns posed by winds and the risk of falling reception devices and masts,

outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than twelve (12) feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses, or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

C. A policy of liability insurance covering injury or damage from an outdoor reception device must be maintained by Home Owner and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Home Owner's tenancy, Home Owner must restore the homesite to a well-maintained condition. If Home Owner violates any of the above rules or regulations, Management may bring an action before the FCC, or before any court of competent jurisdiction for declaratory relief, and Management may recover from Home Owner a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules and regulations. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Home Owners are advised that future changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices.

18. RESIDENT CONDUCT

A. Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or which constitutes a nuisance to other residents, or which constitutes a breach of peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home, or inside the manufactured home if audible outside the home, are not permitted in the Community. All residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their service animals and/or pets behave in such a manner as not to annoy, disturb, or interfere with other Community Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 10:00 p.m and 8:00 a.m. Noise which can be heard beyond an individual lot will be considered too loud. Complaints filed with the Community Management by other residents concerning noise or disturbances caused by another resident, or such resident's guest, shall be considered as evidence of violation of these rules and regulations.

B. No alcoholic beverages as defined in Section 561.01(4)(a), Florida Statutes, may be used or consumed on or in any common area except that such consumption or use may be allowed for management-sponsored or resident-sponsored functions or activities upon prior written consent of Community Management. Such consent shall not be unreasonably withheld, but may require proof of a current and valid host liquor liability insurance policy providing liability coverage for such function or activity.

C. Smoking is not allowed in the recreation lounge.

D. Residents will be held responsible for their guests' conduct.

E. Illegal drugs will not be permitted.

F. When leaving the community for a period in excess of ten days, Resident shall notify Management of the date of departure, address and telephone number where Resident can be reached, and the approximate date of return. Management must be notified upon Resident's return to the Community.

G. Rules regarding criminal activity in the Community:

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or otherwise.

(5) Resident, members of a Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s) or other Resident(s), or which involves imminent or actual property damage.

(6) VIOLATION OF RULE NUMBER 5 (ABOVE) SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

H. Open fires may not be built on Community property.

I. No firearms or firecrackers are to be unlawfully discharged in the Community.

J. Residents shall not loiter or wander on the streets of the Community after the hour of 10:00 p.m.

K. Sleeping in vehicles is prohibited.

L. Residents are not permitted to play in the streets or in the yards of other residents, or to pass through other resident's yards. Residents are not allowed to climb trees in the Community.

M. Each Home Owner shall be held responsible for the actions of persons residing in his home who violate the provisions hereof or these rules and regulations, and for damages caused by such persons.

19. PERSONAL & FIRE SAFETY

Management is concerned with the well-being of Residents and their families. Our rules and regulations are the means of providing a happy and safe living environment. Adherence to the following rules is very important:

A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and surrounding community. Residents are responsible for the actions of all persons residing in their home and for their guest, as provided by law.

B. Please take extra care when around any body of water (pond, reservoir, ditch, etc.) within the community.

C. All homes are to be kept free from fire hazards. Do not store combustible materials, gas-powered lawn mowers, etc. under a home.

D. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.

E. Adherence to "Stop Signs", "Speed Limit" and other signage of this nature is a must.

F. Resident shall furnish Management the name, address and telephone number of a person to be notified in case of an emergency and Resident shall be responsible for updating any changes in the information provided.

G. All Residents will obey mandatory evacuation orders issued by the government or local authorities.

20. COMMUNITY OWNER ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT

In an emergency situation, and in accordance with section 723.025, Florida Statutes, the Community Owner may enter a Home Owner's manufactured home lot and/or manufactured home to prevent imminent danger to an occupant of the manufactured home or to the home itself. Additionally, at all reasonable times, the Community Owner may enter onto the manufactured home lot for purposes of repair and replacement of utilities and protection of the manufactured home Community.

21. CLUBHOUSE AND RECREATIONAL FACILITIES

The clubhouse and its facilities are made available at reasonable times to residents and their guests only. Reservations for private parties and gatherings must be made in advance with Community Management and will be accepted provided there are no other reservations. A deposit may be required prior to use. It will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Resident is financially, legally, and otherwise responsible for any and all other expenses related to repair of any damage. Management has the option to determine if the Resident's personal check will be accepted for the deposit versus a money order, cashier's check, or certified check. Use of the facility is not to disturb the peace and quiet of the community. The use of all recreational facilities within this Community is for Residents and invited guests only. All guests must be accompanied by a Resident when using recreational facilities, unless prior permission from the community management is granted. Guests that use any community recreational facility must have, in their possession, a guest tag to identify them. These tags are available in the community office. It is the responsibility of the Resident to ensure that their guest(s) observe all applicable Rules & Regulations. No one under the age of thirteen (13) is allowed in the clubhouse or use of the recreational facilities without being accompanied by a person at least eighteen (18) years old. The recreational facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis.

22. SWIMMING POOL AND SPA

The swimming pool and spa are for the exclusive use of Residents and accompanied guests. The swimming pool and spa rules and regulations are posted at the pool and spa and are as follows:

POOL RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering pool.
No glass or animals in the fenced pool area (or 50 feet from the unfenced pool).
No food or beverage in pool or on pool wet deck.
No alcoholic beverages in pool or on pool deck.
No smoking in pool or on pool deck.
No running or rough playing.
No large floats or surfboards.
Do not use the pool if you are ill with diarrhea.
Do not swallow the water, it is recirculated.
Guest tags are required.
Guests must be accompanied by the resident they are visiting.
Pool hours - One half-hour after sunrise to one half-hour before sunset
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 28 persons.
NO DIVING

SPA RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering spa.
No glass or animals in the fenced spa area (or 50 feet from the unfenced spa).
No food or beverage in spa or on spa wet deck.
No alcoholic beverages in spa or on spa deck.
No smoking in spa or spa deck.
No running or rough playing.
No floats, toys or surfboards.
Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting a doctor.
Do not swallow the spa water.
Guests must be accompanied by a resident.
Guest tags are required.
Children under sixteen must have resident supervision.
Spa hours - One half-hour after sunrise to one half-hour before sunset
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 10 persons.
Maximum use is 15 minutes.
NO DIVING

It is vital that Residents, their families, and guests, obey these rules.

23. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in this Community other than Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers, and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business

from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

24. BUSINESS

No business or commercial enterprises shall be permitted to operate from or within the Community without prior, written permission from the Community Management. No advertising signs may be erected on the Resident's lot or manufactured home. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed, however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A business also includes any commercial enterprise which : (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents. Any purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use must have prior, written permission by the Community Management. Community Management reserves the right, in its sole and exclusive discretion, to prohibit the purchase of a home for the purpose of resale, leasing, renting or other business use.

25. WEAPONS

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Community grounds, including, but not limited to, the clubhouse and Community office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

26. PATIOS OR DRIVEWAYS

Only standard lawn or patio furniture, will be permitted on each patio or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances.

27. GUESTS

All persons who are not registered with Community Management as approved occupants of a manufactured home within the Community, and who are transient occupants of a manufactured home on Community lot at the invitation of the manufactured home owners thereof, are defined as guests. If requested, the host Resident will supply Community Management with the actual arrival date and estimated or actual departure date of each guest that has occupied their home. Each guest is limited to a maximum visit of thirty (30) days per year. Any guest staying with a home owner in excess of thirty days per year shall be considered an applicant for permanent residency in the Community and shall be subject to the rules and regulations, including, but not limited to the obligations to make application for residency and to satisfy the requirements for approval of residency as set forth in these rules and regulations. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the Community rules and regulations. If a guest intends to reside or stay in the Community in the absence of the Resident, the Resident must request and obtain written permission from the Community Management, prior to the guest occupying the home. The number of guests per home may be limited. If Community Management, at its sole discretion, determines that a guest has violated a requirement or provision set forth in this Rule, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Home Owner or to the guest of a written demand to vacate.

28. LIENS

To the extent permitted by law and contract, the Community will have a legal possessory lien on the Home Owner's manufactured home located within the Community for any unpaid lot rental amount, including late charges, assessment of damages caused by Home Owner or the residents or guests, and for any other recoverable expense under these regulations.

29. COMPLAINTS AND NOTICES

A. All complaints of a serious nature, or if requested by Management, must be in written form and signed. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any lot rental agreement or these rules and regulations, shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes. Anonymous complaints, written or verbal, will not be processed. Residents should discuss any complaints, recommendations, concerns, etc., directly with the Community Management.

B. Should the Community Manager disagree in principle to the propriety of any complaint, he/she will inform the complaining resident of his/her understanding of the Community's position on such matters. The Community Manager will uniformly enforce the Community's Lease Agreement and rules and regulations. Exceptions to Community rules will rarely be allowed and then only in conformance with the "Special Exceptions" rules set forth below.

30. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to the Community Management at the Community office verbally or in writing; (2) if the Community Management requires the request to be in writing, the notice shall be dated and (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management. If at any time, the Resident believes the Community Owner or Community Management has failed to perform or to observe any material term, condition or obligation established under the Home Owner's prospectus or lot rental agreement or these rules and regulations, the Resident must give the Community Owner written notice specifying what has not been performed or observed and describing what he/she believe needs to be done and during what time period.

31. USE AND OCCUPANCY

The lot shall be used solely for the purposes of placing a manufactured home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner or Manager, the lot may not be occupied by more than two (2) persons per bedroom.

32. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss or damage or injury to, the person or property of Resident, or any occupant, guest, or invitee on the lot caused by: (a) any condition of the lot of the Community (b) any act, fault, or neglect of any Resident or occupant of the Community, or of any guest or invitee of any resident or occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by the Community Owner's active or willful misconduct. Resident shall indemnify and hold Community Owner harmless from any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the lot, or of any guest or invitee of any occupant of the lot.

33. INSURANCE

Home Owners are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the mobile home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration

page from the Home Owner's homeowners' insurance policy shall be given to Community Management each year. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Park Owner reserves the right to waive the requirement for Home Owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Home Owners. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

It is the Home Owner's obligation to inquire and decide whether flood insurance is appropriate for his or her home in the Community. Home Owner is responsible for determining the flood elevation and status of his or her lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the Volusia County Building Department, or the Home Owner's lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

34. GOVERNING LAW

The Community Owner-Resident relationship created by the Lot Rental Agreement shall be governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

35. SUBLEASING AND RENTING

The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community. Any subleasing must be for a minimum period of at least three (3) consecutive months.

36. RENTAL AGREEMENT TERMS AND CONDITIONS

Written rental agreements will be required of all new residents within thirty (30) days of occupancy and will be offered to each existing Resident on the anniversary date of all other Rental Agreements in the Community. All Rental Agreements will have a term of at least one year with the exception of the first Agreement entered into by a new Resident. The first Agreement will expire on the next following anniversary date of all other Agreements in the Community. Thereafter, multiple year agreements may be offered to Residents. Whether or not a Resident chooses to execute a written Rental Agreement, the Resident is subject to the same terms and conditions as Residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference

as rules and regulations governing the tenancy. Residents shall not assign the Rental Agreement, or any interest therein. Section 723.059, Florida Statutes, allows the purchaser of a manufactured home who becomes a Resident of the Community to assume the remainder of the term of any pre-existing Rental Agreement, except lifetime leases or leases with automatic renewal provisions which do not specifically provide that they are assumable. In the case of automatically renewing leases which do not otherwise provide that they are assumable, the purchaser is allowed to assume only the remainder of the lease term in effect at the time of sale.

37. DEFAULT AND EVICTION

The Community Owner may evict a manufactured home owner, manufactured home occupant, manufactured home tenant, or the manufactured home itself for any of the reasons set forth in section 723.061, Florida Statutes.

38. WAIVER

No waiver of any default by a Resident shall be implied from any omission by the Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for that time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot Rental Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by a Resident requiring the Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

39. EMERGENCIES

In the event fire, police, or ambulance assistance is required, call the needed assistance first; dial 911, then notify the Community Office, if possible. Please respect the privacy of Community Management personnel and limit after hour telephone calls to emergency situations requiring immediate action which pertains to the community.

40. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health, and safety of the other Residents of the Community. For example, variances to these rules and regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulations is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

Residents are responsible for keeping themselves informed of any noticed changes in these rules and regulations.

These rules and regulations supersede all others.

Dated _____, 20____.

EXHIBIT "B"

LAYOUT OF THE PARK



4000 S Clyde Morris Blvd.
Port Orange, FL 32129
www.colonyinthewood.com
Phone: (386) 761-2233



Amenities

- Recreation Center
- Office
- Shuffleboard
- Horseshoe Pit
- Swimming Pool and Spa
- Fitness Center and Billiards
- Pickleball
- Bocce
- Outdoor Kitchen w/ Grilling Station

15
MPH

THE SPEED LIMIT
IN THIS
COMMUNITY
IS 15 MPH.



EXHIBIT "C"

RENTAL AGREEMENT

COLONY IN THE WOOD MOBILE HOME PARK

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____, 20____, by and between the COLONY IN THE WOOD MOBILE HOME PARK, hereinafter referred to as LANDLORD, and _____, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ person(s). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of ____ months, commencing on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____.

5. Tenant's Financial Obligations

BASE RENT:

\$_____, per month, payable in advance on the ____ day of each month. All lot rental amount payments are payable to:

Colony in the Wood
4000 South Clyde Morris Blvd.
Port Orange, FL 32129

SPECIAL USE FEES:

In addition to the lot rental amount the tenant agrees to pay the following fees and charges.

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.
2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.

5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.

6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.

7. Water Charge – \$_____ per month based on the home owner's individually metered usage.

8. Sewer Charge – \$_____ per month based on the home owner's individually metered water usage.

GOVERNMENT AND UTILITY CHARGES

The tenant will be responsible for payment of government and utility charges, defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

PASS-THROUGH CHARGES

The tenant will be responsible for payment of pass-through charges, which are the tenant's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the tenant on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

6. The Landlord may raise the lot rental amount annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advance notice to a tenant of any increase in lot rental amount. Certain utility charges, ad valorem property taxes, non-ad valorem assessments, and pass-through charges may be increased more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the Prospectus. The increased lot rental amount shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the Landlord in writing thirty (30) days prior to the expiration of the current term of tenant's intention to vacate the premises and not enter into a new term.

7. The following services, utilities and facilities are provided to the Lessee during the term of this lease:

- a. Street lighting.
- b. Storm water drainage.
- c. Mailboxes.
- d. Newsletter and social calendar.
- e. Planned and supervised social functions.
- f. Recreational services including swimming pools, shuffleboard and recreational areas.

- g. Fitness and billiard room.
- h. Lawn maintenance as follows:
 - (1) Mowed as needed.
 - (2) Fertilized twice a year.
 - (3) Chinch bug control.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict a mobile home owner, mobile home tenant, mobile home occupant, or the mobile home itself for any of the grounds set forth in section 723.061, Florida Statutes.

11. If the Tenant shall fail to pay the lot rental amount specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

12. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

13. This Rental Agreement shall not be binding upon or inure to the benefit of Landlord and Tenant's heirs., personal representatives, successors and assigns.

14. A purchaser of Tenant's mobile home who intends to apply for residency in the park must qualify with the requirements for entry into the park under the Park Rules and Regulations, which must be approved in writing by the Landlord.

15. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

16. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

17. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

18. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

19. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

By: _____

TENANT

TENANT

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

EXHIBIT "D"

USER FEE AGREEMENT

There are currently no user fees charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

September 30, 1986

REVISION DATE (if applicable)

August 26, 2019

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001240-PA

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES



STAFF REPORT

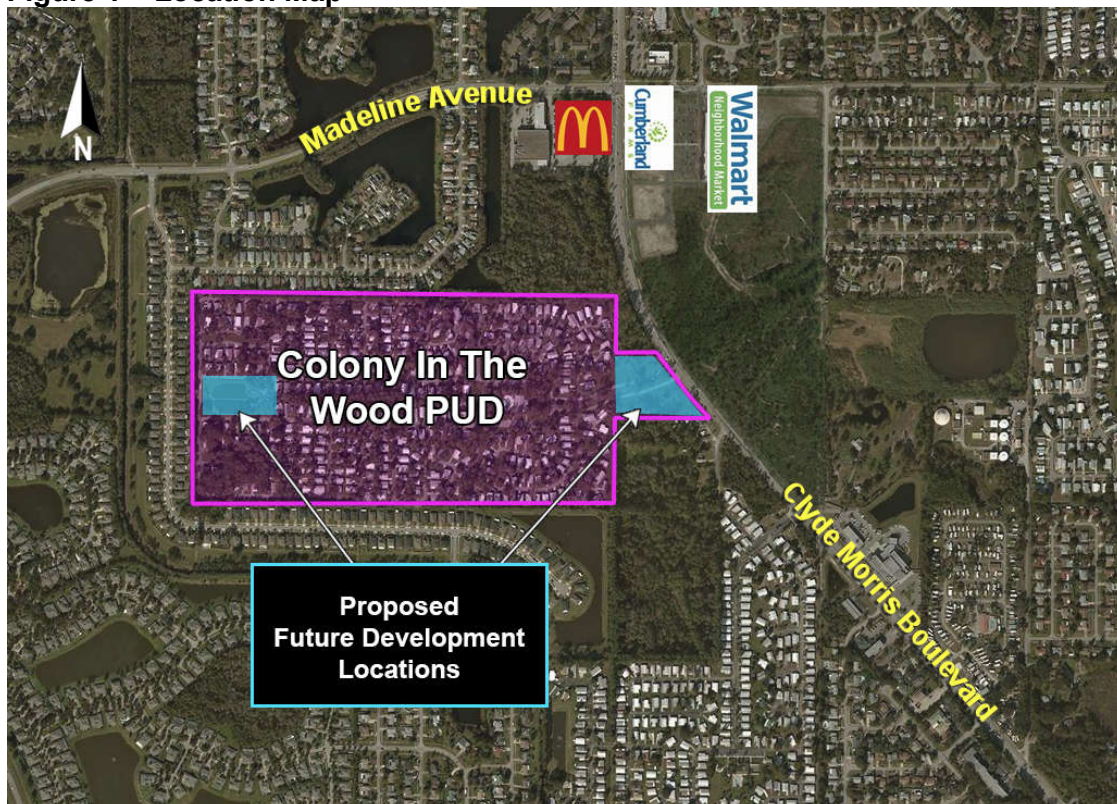
Colony in the Wood PUD/Amended and Restated Master Development Agreement and Conceptual Development Plan
CASE NO. 19-40000003

REQUEST:	Amend and Restate the Colony in the Wood Master Development Agreement and Conceptual Development Plan
APPLICANT:	Atwell, LLC, c/o Dan Gibbs, P.E.
OWNER:	Shaddix Communities Ltd.
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 22, 2019)
CITY COUNCIL:	September 17, 2019

INTRODUCTION

Atwell, LLC, applicant and agent on behalf of the property owner, requests approval to Amend and Restate the Colony in the Wood Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. If the Amended and Restated MDA and CDP is approved, the applicant plans to submit a site plan to add up to a maximum of 19 mobile homes to the property and construct necessary site improvements.

Figure 1 – Location Map



BACKGROUND

The subject property is currently developed as a mobile home park with 385 mobile home sites. In 2010, the ±83-acre mobile home park property was annexed into Port Orange and rezoned to Planned Unit Development (PUD). At that time, the former property owner was contemplating redevelopment of the front portion of the property adjacent to Clyde Morris Boulevard with mixed-uses (office, commercial, and multi-family). In 2010, the Future Land Use (FLU) designation for 24.7 acres of the subject property adjacent to Clyde Morris Boulevard was changed to *Office/Residential Transition*, a mixed-use category that allows office, commercial and multi-family uses. In 2017, the property was sold, and the current property owner decided to expand the mobile home park and not develop the front part of the property as a mixed-use development. In the summer of 2018, a FLU map amendment (Ordinance No. 2018-29) was approved to change the ±24.7-acre area to *Urban Medium Density Residential* (4-8 units/acre) in anticipation of this proposed PUD amendment to allow the expansion of the mobile home park.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Amendment and Restatement of the MDA and CDP are consistent with the land use and density allowed by the *Urban Medium Density Residential* Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 404 dwelling units or 4.9 dwelling units/acre and is consistent with the density allowed by the *Urban Medium Density Residential* FLU designation (4 to 8 units/acre). The current FLU and zoning designation of the subject property and the adjacent properties are identified on Exhibit 1. The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home to the south, and commercial to the north.

DEVELOPMENT PROPOSAL

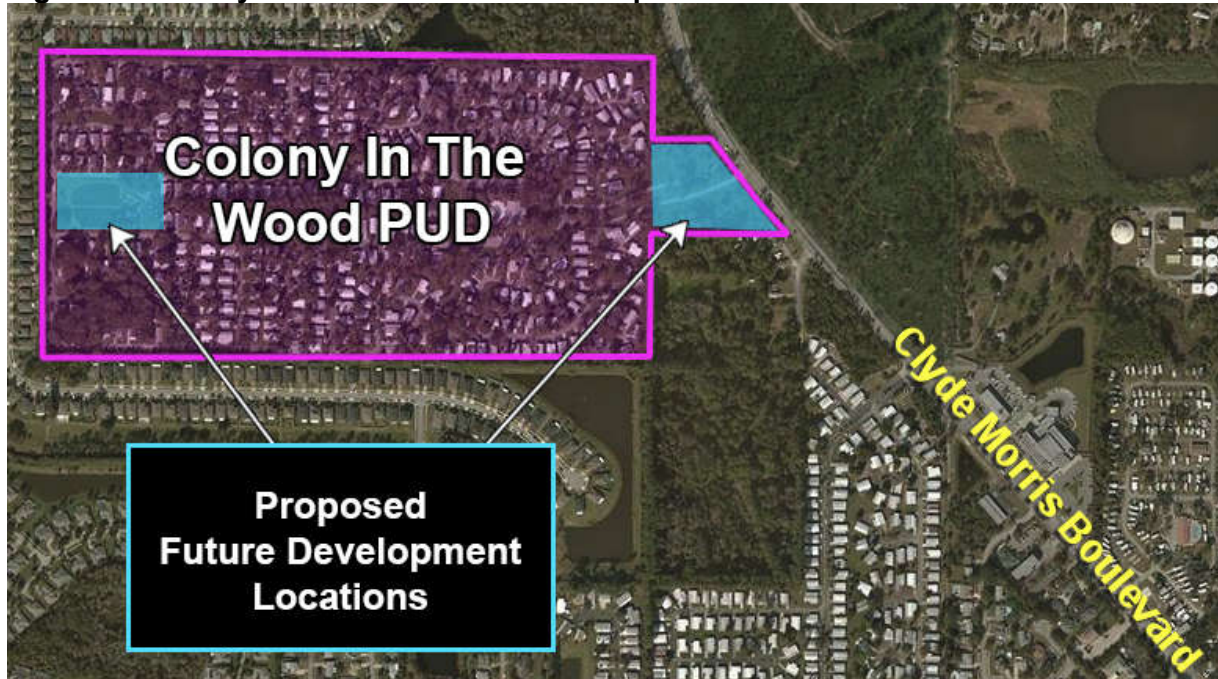
If approved, the Amended and Restated Colony in the Wood MDA and the CDP will provide the regulatory framework for a mobile home park with a maximum of 404 mobile home units and remove office, commercial, and multi-family uses as permitted uses on the front portion of the property (Exhibit 2). The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas. There are no deviations from the development regulations in the LDC as part of the proposed MDA. The applicant chose to restate the MDA to increase the cap for manufactured homes to from 385 to 404 and create one development agreement to guide future development of the site.

The proposed Amended and Restated Colony in the Wood MDA and the CDP was reviewed by the Staff Development Review Committee (SDRC) for compliance with the Land Development Code, Florida Building Code, and other required State and Federal Codes. In addition, as part of any future site development, a site plan will be required to be submitted for the SDRC to review, and verify LDC and MDA requirements for architecture, landscaping buffers, building separation distance, parking lot and access drives, tree preservation, and infrastructure (water, sewer, drainage, sidewalks, etc.) are met to ensure compatibility with adjoining properties and confirm concurrency requirements for adequate public facilities.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the existing development, the general area where new manufactured units can be added, existing and proposed open space, and the existing and proposed private road network (Exhibit B of the MDA). Access to the development will be provided through the existing entrance off Clyde Morris Boulevard (see Figure 2 on Page 3).

Figure 2 – Colony in the Wood Future Development Locations

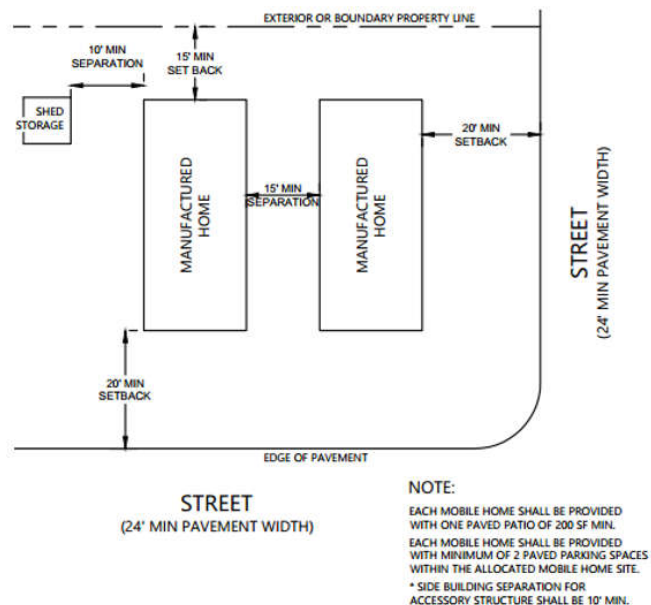


Separation Requirements

Any manufactured homes installed within the future development areas of the Colony in the Wood mobile home park will comply with the following minimum dimensional and separation requirements. The proposed separation requirements are consistent with the LDC requirements in the City's Residential Mobile Home (RMH) zoning district:

- Maximum building height: 15 ft
- Setback from Any Property Lot Line: 15 ft.
- Setback from Edge of Road: 20 ft.
- Manufactured Home/Building Separation: 15 ft.
- Side Separation from Storage Building: 10 ft.

Figure 3 – Typical manufactured Home Setbacks



The dimensional and separation requirements for the existing 385 manufactured home sites that were developed when the subject property was in unincorporated Volusia County are based on the National Fire Protection Association (NFPA) standards. These separation requirements were approved and accepted by the City in 2010 when the subject property was annexed into the City and rezoned to the Colony in the Wood PUD. The NFPA separation distance standards are as follows:

- Side to side: 10 ft.
- End to side: 8 ft.
- End to end: 6 ft.

Transportation

Based on the ITE Trip Generation Manual, 10th Edition, the proposed maximum of 19 additional mobile home units could generate 12 P.M. peak hour trips, and 95 daily trips. According to the latest traffic counts for Clyde Morris Boulevard, there is sufficient capacity for traffic estimated to be generated by the additional 19 mobile home units (Table 1). As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

Table 1. Roadway Capacity for Clyde Morris Boulevard

Roadway Segment	Maximum Capacity Vehicles per day	2018 Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Clyde Morris Blvd. (Madeline Ave. to Willow Run Blvd.)	37,970	24,390	13,580	0.64
Clyde Morris Blvd. (Willow Run Blvd. to Dunlawton Ave.)	37,970	21,070	16,900	0.55

Source: Volusia County Traffic Engineering, 2018

*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.

Tree Preservation and Landscaping

The proposed site will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and a 20-foot landscape buffer along Clyde Morris Boulevard. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the MDA and LDC.

Potable Water and Sanitary Sewer

The site is currently served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code (LDC) and MDA for improvements related to potable water and sanitary sewer. Irrigation is provided by a private well and/or the on-site stormwater ponds and will comply with the requirements of the LDC.

Stormwater Management

The stormwater drainage infrastructure for this site will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code, the applicant will be

required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

SMART GROWTH SUMMARY

The proposed Amended and Restated Colony in the Wood MDA and CDP is for an existing infill development within an existing built area (see Figure 1) that is already served by public infrastructure (water, sewer, roads, parks, schools, etc.). The PUD also provides an affordable, age-restricted housing choice, centrally located with access to services and shopping through multiple transportation modes (VOTRAN, walking, biking, and motor vehicle).

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 17, 2019. As of August 28, 2019, staff received four (4) phone calls requesting general information regarding what is proposed with the amendment.

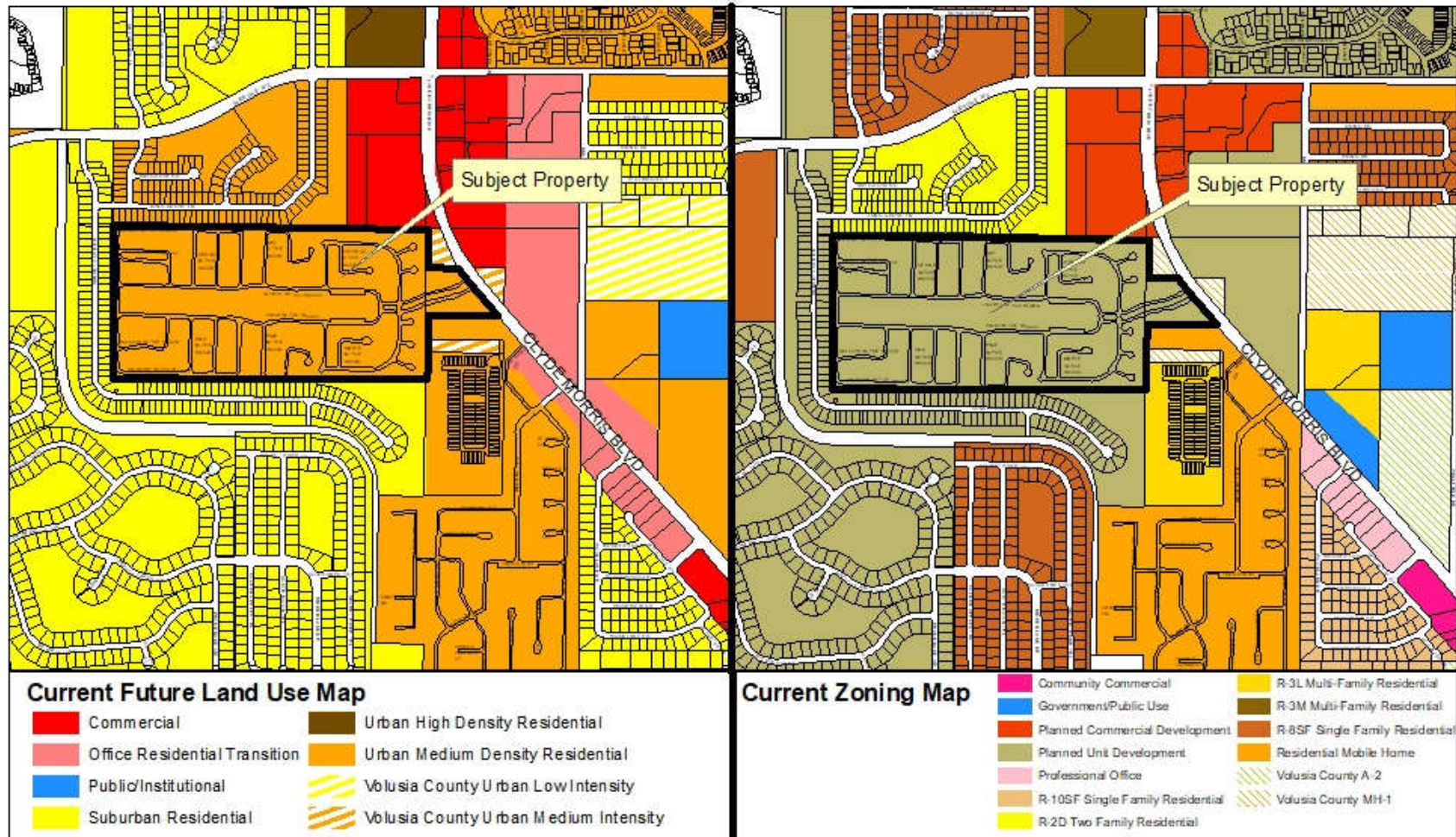
STAFF RECOMMENDATION

Staff recommends approval of the Amended and Restated Colony in the Wood Master Development Agreement and Conceptual Development Plan.

ATTACHMENTS

- Exhibit 1 – Future Land Use and Zoning Maps
- Exhibit 2 – Amended and Restated Colony in the Wood PUD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)

EXHIBIT 1



CASE NO. 19-40000003

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (H17) First Reading - Ordinance No. 2019-36 - 9th Amendment to the Port Orange Gateway Center Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. 19-40000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-36, the 9th Amendment to the Port Orange Gateway Center Planned Commercial Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (9/26/19): Recommended Approval

The applicant on behalf of the property owner, Lowe's Home Centers Inc., requests approval to amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD). At a recent Commercial Property inspection conducted by Code Enforcement, Lowe's was notified that the storage of plants and landscape merchandise in the parking lot between the garden center and Yorktowne Boulevard and storage and display of lawn furniture, mowers, grills, plants, landscape material, trailers, lumber and seasonal items, etc. along the front of the store were not in the areas identified in the current MDA or on the Lowe's site plan for outdoor storage or display. Lowe's was also informed that placement of semi-trailers or/and shipping containers and compacted trash along the rear drive aisle behind the building did not comply with the MDA or Land Development Code (LDC). Staff has worked with Lowes to prepare the proposed 9th Amendment proposed below.

The proposed 9th Amendment to the Port Orange Gateway Center MDA and CDP is to modify the current requirements in the MDA related to outdoor storage and display of merchandise and seasonal products for the Lowe's Home Center store located at 1751 Dunlawton Avenue. If approved, Lowe's intends to revise their site plan to expand the garden center to add additional storage area and to legitimize the locations along the front of the store currently being used for storage and display of merchandise and seasonal products outside the store.

The applicant's proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) amendment is requesting the following modifications from the current MDA or deviations from the LDC:

1. Allow additional designated areas for storage and display of merchandise and garden supplies as required in the LDC for commercial uses and allow the display of the same product or model for merchandise such as lawn furniture, grills, propane tanks, etc. along the front of the Lowe's store.

2. Expand to the garden center to be located in the parking lot area between the current garden center and the Yorktowne Boulevard landscape buffer. The expansion area will be for the storage of landscape inventory and not open to the public. The applicant is proposing to enclose the garden center expansion area with a black steel fencing with opaque screening fabric and concrete masonry columns facing Dunlawton Avenue and Yorktowne Boulevard to match the enclosure of the existing garden center, and a black vinyl coated chain link fence with opaque screening fabric along the rear.

3. Clarify on the Conceptual Development Plan (CDP) the location of where temporary seasonal display and merchandise sales (e.g. Christmas tree sales) can be located on the Lowe's site (in the parking lot in front of the garden center), and clarify in the MDA that the length for special events on this site is to comply with the requirements in the City's Code of Ordinances.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance 2019-36	Ordinance 2019-36.pdf
2.	Exhibit 1 to Ordinance No. 2019-36	Exhibit 1 to Ord. No. 2019-xx.pdf
3.	Staff Report	Staff Report.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 9/27/2019
Approved - 9/27/2019
Approved - 10/3/2019
Approved - 10/3/2019
Final Approval - 10/3/2019

ORDINANCE NO. 2019-36

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE NINTH
AMENDMENT TO THE AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR PORT
ORANGE GATEWAY CENTER PLANNED COMMERCIAL
DEVELOPMENT (PCD) AND THE CONCEPTUAL
DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Ninth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Ninth Amendment"); and

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

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

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

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

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

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

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

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

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

This Document Prepared By:

Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174

Return Recorded Document to:

Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**NINTH AMENDMENT TO THE
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR THE
PORT ORANGE GATEWAY CENTER
PLANNED COMMERCIAL DEVELOPMENT (PCD)**

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City") and LOWE'S HOME CENTERS, LLC, Attn: Real Estate Department, 1000 Lowe's Boulevard, Mooresville, NC 28117, (hereinafter referred to as the "Property Owner"), constitutes the Ninth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (hereinafter referred to as the "Ninth Amendment").

WHEREAS, LOWE'S HOME CENTERS, LLC is the Property Owner of Lot 6 (further described in Exhibit "A"); and

WHEREAS, The City, Lowe's Home Centers, Inc. and Port Orange Gateway Center, Inc. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Original MDA") recorded in Official Records Book 4397, Page 4153, Public Records of Volusia County, Florida

WHEREAS, The City and Port Orange Gateway Center previously entered into an agreement and covenant with the Property Owner to bind their successors and assigns to the terms and provisions of a development agreement entitled "Amended and Restated Master Development Agreement for The Port Orange Planned Commercial Development" (hereinafter referred to as the "Amended and Restated MDA"), recorded in Official Records Book 4886, Page 3772, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a first amendment to the Amended and Restated MDA entitled, "First Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "First Amendment") recorded in Official Records Book 4904, Pages 20-26, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a second amendment to the Amended and Restated MDA entitled, "Second Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned

Commercial Development (PCD)" (hereinafter referred to as the "Second Amendment"). Recorded in Official Records Book 5281, Page 2720, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a third amendment to the Amended and Restated MDA entitled, "Third Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Third Amendment") recorded in Official Records Book 5389, Page 4833, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fourth amendment to the Amended and Restated MDA entitled, "Fourth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fourth Amendment") recorded in Official Records Book 5860, Page 1476, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fifth amendment to the Amended and Restated MDA entitled, "Fifth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fifth Amendment") recorded in Official Records Book 6582, Page 1603, Public Records of Volusia County, Florida; and

WHEREAS, the City, Lowe's Home Centers, Inc. and Ferber Construction Management, LLC, entered into a sixth amendment to the Amended and Restated MDA entitled, "Sixth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Sixth Amendment") recorded in Official Records Book 6682, Page 1329, Public Records of Volusia County, Florida; and

WHEREAS, the City entered into a seventh amendment to the Amended and Restated MDA entitled, "Seventh Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (herein after referred to as the "Seventh Amendment") recorded in Official Records Book 7193, Page 2234, Public Records of Volusia County, Florida; and

WHEREAS, the City, Target Corporation and 2017 Yorktown Port Orange LLC entered into an eighth amendment to the Amended and Restated MDA entitled, "Eighth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (herein after referred to as the "Eighth Amendment") recorded in Official Records Book 7516, Page 2220, Public Records of Volusia County, Florida; and

WHEREAS, the City and the Property Owner have opted to further amend the operation and effect of the Amended and Restated MDA as further modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Amendments all as applied to the Property by creating and agreeing to this "Ninth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)"; and

WHEREAS, the Property Owner is the owner of the Property which is the only property impacted by the Ninth Amendment; and

WHEREAS, the City and the Property Owner wish to amend the Amended and Restated MDA and the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Amendments as applied to the Property to allow for the following:

1. A Garden Center Expansion as indicated on Exhibit B.
2. Seasonal display and sale of goods within those areas indicated on Exhibit B.

NOW THEREFORE, the City and the Property Owner hereby agree as follows:

1. The premises stated above are true correct and form a material part of the Ninth Amendment.
2. Paragraph 15, “**Special Development Standards for Lot 6**”, Section (3) of the Amended and Restated MDA as applied to Lot 6 as originally described in the Amended and Restated MDA is hereby further amended by underline and strikethrough as follows:

(3) Outdoor display of goods shall be permitted under the front overhang of the building as shown on Exhibit B year round, and the seasonal outdoor display of goods shall be permitted at limited locations on the Property as depicted on Exhibit B, notwithstanding the requirements of Section 14 of this Agreement and any Port Orange Land Development Code provisions to the contrary, subject to all of the following conditions:

- (a) ~~The area of outdoor display shall be limited to an area sheltered by the front overhang of the building located between the main entry/exit doors and the far end of the main gable feature.~~ The outdoor and seasonal display of goods shall only be permitted within those areas depicted on Exhibit B, and multiple products and models of the same type may be displayed within said areas.
- (b) A four (4) foot high screen wall shall be constructed between the columns supporting the overhang north of the main entrance. The screen wall shall be for the purpose of screening direct view from parking areas and public rights-of-way of the project displayed between the screen wall and the front exterior wall of the building. No outside goods ~~displayed or stored behind this screen wall~~ shall extend above the screen wall so as to be visible from abutting parking areas or public rights-of-way.
- (c) Flexible traffic separator posts shall be installed along ADA walkways located at the front of the main entrance to separate these walkways from outdoor display areas and loading zones.

(d) The duration for the seasonal outdoor display area that constitute special events, including the setup and take down for same, shall be as provided in the City Code of Ordinances.

3. Paragraph 15, “**Special Development Standards for Lot 6**”, of the Amended and Restated MDA as applied to Lot 6 as originally described in the Amended and Restated MDA is hereby further amended to add Section (4) by underline and strikethrough as follows:

(4) The Garden Center Expansion depicted on Exhibit B shall incorporate tube steel fencing with concrete masonry unit columns to match the existing Garden Center fencing facing Dunlawton Avenue and Yorktown Boulevard. Black vinyl coated chain link fencing with opaque screening shall be permitted for the rear of the Garden Center Expansion.

4. This Ninth Amendment shall be effective as of the date it is executed by all parties.
5. The Amended and Restated MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eight Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Ninth Amendment.

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

LOWE'S HOME CENTERS, LLC

WITNESSES:

By: _____

Name: _____

Printed name

Its: _____

Printed name

STATE OF NORTH CAROLINA
COUNTY OF IREDELL

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, _____ of **Lowe's
Home Centers, LLC**, a North Carolina limited liability company, who is personally known to me
and did not take an oath.

(Seal)

Notary Public

Printed name, commission and expiration of commission term:

Exhibit “A”
Legal Description of Lot 6

PORT ORANGE GATEWAY CENTER, LOT 6 REPLAT, a subdivision, according to the plat thereof recorded in Map Book 55, pages 168 and 169, Public Records of Volusia County, Florida.

Exhibit “B”
Conceptual Development Plan

[copy attached hereto]



STAFF REPORT

9th Amendment to the MDA & CDP for the Port Orange Gateway
Center PCD
CASE NO. 19-40000005

REQUEST:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD) Lowe's
LOCATION:	1751 Dunlawton Avenue (Figure 1 – Location Map)
OWNER:	Lowe's Home Centers, Inc.
APPLICANT:	A. Joseph Posey, Jr., Storch Law Firm
STAFF RECOMMENDATION:	Approval, subject to approval of policy considerations
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
PLANNING COMMISSION:	Recommended Approval September 26, 2019
CITY COUNCIL DATE:	October 15, 2019

DISCUSSION

The proposed 9th Amendment to the Port Orange Gateway Center Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is to modify the current requirements in the MDA related to outdoor storage and display of merchandise and seasonal products for the Lowe's Home Center store located at 1751 Dunlawton Avenue (Figure 1). If approved, Lowe's intends to revise their site plan to expand the garden center to add additional storage area and identify locations for storage and display of merchandise and seasonal products outside the store.

Figure 1. Location Map



During a recent Commercial Property inspection conducted by Code Enforcement, Lowe's was notified that storage of plants and landscape merchandise in the parking lot between the garden center and Yorktowne Boulevard and storage and display of lawn furniture, mowers, grills, plants, landscape material, trailers, lumber and seasonal items, etc. along the front of the store were not in the areas identified in the current MDA or on the Lowe's site plan for outdoor storage or display. Lowe's was also informed that placement of semi-trailers or/and shipping containers and compacted trash along the rear drive aisle behind the building did not comply with the MDA or Land Development Code (LDC).

Over the past few years, the outdoor display and storage of merchandise in the front of the store, and placement of semi-trailers and/or shipping containers and compacted trash along the rear of the store has expanded to areas not designated in the current MDA or the Lowe's site plan. The current Port Orange Gateway Center MDA states that Lowe's is only allowed to display merchandise outside the store in the area under the overhang at the main entry/exit and lumber entry/exit and that a four-foot tall wall is required in these areas to screen the display area from the parking lot and Dunlawton Avenue. However, in 1999, Lowe's was only developed with a wall to screen the shopping cart storage area, north of the main entrance (orange area – Figure 2). Therefore, the merchandise currently stored in front of the garden center and under the lumber entrance/exit and main entrance/exit overhangs (blue area -Figure 2) that is not behind a four-foot screen wall is prohibited by the current MDA.

Figure 2. Current MDA Outdoor Display Regulations/Storage Areas and Existing Conditions



As for the placement of semi-trailers and shipping containers along the rear of the store, the LDC allows these to be stored on a commercial site if the location areas are approved as part of a site plan and screened from public view. The proposed location and configuration of the semi-trailers and shipping containers, parallel to the rear of the Lowe's building, are screened by the building, an existing six-foot screen wall and a landscape buffer along the rear property line and Yorktowne Boulevard. As part of the site plan modification the applicant intends to submit this fall, the Staff Development Review Committee (SDRC) will review and verify compliance with the requirements in the MDA, LDC, Florida Building Code, and National Fire Code for placement of semi-trailers and shipping containers along the rear of Lowe's.

PROPOSED AMENDMENT

The proposed 9th Amendment to the Port Orange Gateway Center MDA and CDP is to modify the requirements in the current MDA and what the Land Development Code (LDC) allows related to outdoor storage and display of merchandise and seasonal products for Lowe's as follows:

Outdoor Display of Merchandise: The current Port Orange Gateway Center MDA limits the outdoor display and storage of merchandise to areas under the overhang at the main entry/exit and lumber entry/exit and requires a four-foot screen wall to be constructed to screen merchandise from the parking lot and Dunlawton Avenue. Therefore, the landscape and garden supplies, outdoor recreational equipment, and lawn equipment stored in front of the garden center and the display of merchandise under the lumber entrance/exit and main entrance/exit overhangs without a four-foot screen wall are prohibited by the current MDA. To comply with the MDA regarding outdoor display of merchandise, Lowes would need to construct a four-foot wall under the lumber entrance/exit and main entrance/exit overhangs and remove all plants, landscape materials, and trailers in front of the garden center.

The Land Development Code (LDC) allows commercial uses to display landscape and garden supplies, lumber and building materials, outdoor recreational equipment, and lawn equipment in designated areas approved for such display on an approved site plan and does not require a four-foot screen wall to screen the merchandise from the parking lot. However, the LDC does restrict the number of products that are customarily used outdoors such as pools, spas, lawn furniture, concrete fixtures and other similar items to only one product or model.

As part of the proposed amendment, the applicant is requesting to amend the MDA to allow additional designated areas for storage and display of merchandise and garden supplies and allow the display of the same product or model for merchandise such as lawn furniture, grills, propane tanks, etc. along the front of the Lowe's store. The following would be amended:

1. Allow outdoor display of landscape and garden supplies, lumber and building materials, outdoor recreational equipment, and lawn equipment as required in the LDC for commercial uses; and
2. Allow display of merchandise such as lawn furniture, grills, propane tanks, trailers etc. and not limited to one of any one product or model. According to the applicant, products displayed outside are either bought in bulk or are difficult to move. This includes items like grills, outdoor furniture, trailers etc., and such items make up a large portion of the

purchases throughout the day. Allowing the display of multiple models of a product (e.g. grills) will make it far easier for customers to load merchandise and avoid safety concerns with moving large and bulky merchandise through the store. This request is a deviation from the LDC requiring approval from the Planning Commission and City Council.

Garden Center Expansion: The proposed amendment identifies the general location for the expansion to the existing garden center to create additional outdoor storage for landscape materials and plant inventory. The expansion to the garden center will be located in the parking lot area between the current garden center and the Yorktowne Boulevard landscape buffer. The expansion area will be for the storage of landscape inventory and not open to the public. Staff has evaluated the required parking for this site and the expansion of the garden center into the existing parking space will not make the site deficient in the number of parking spaces required by the MDA and LDC.

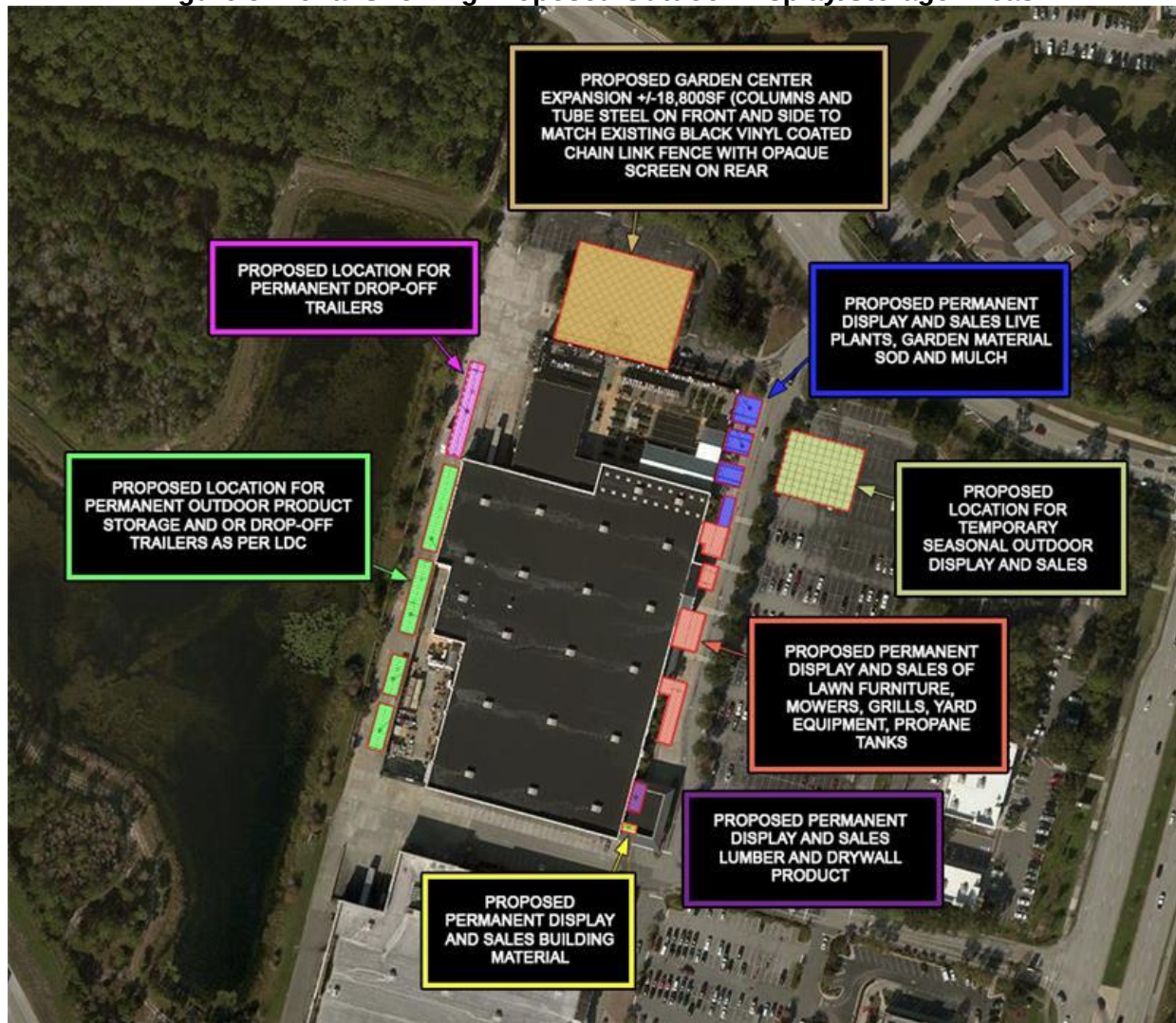
As part of the proposed amendment, the applicant is proposing to enclose the garden center expansion area with a black steel fencing with opaque screening fabric and concrete masonry columns facing Dunlawton Avenue and Yorktowne Boulevard to match the enclosure of the existing garden center, and a black vinyl coated chain link fence with opaque screening fabric along the rear. The use of black vinyl coated chain link fencing with opaque screening along the rear of the expansion area is a policy issue and requires approval by the Planning Commission and City Council. The LDC does not allow the use of chain link fencing for any development within the Dunlawton Corridor and this site is located in the Dunlawton Corridor.

According to the applicant, the vinyl coated chain link fencing would not be visible from a public right-of-way or adjacent property owner. The applicant states that vinyl coated chain link fencing is only proposed for the portion of the garden center expansion that is not visible to the general public or a public right-of-way. The use of chain link fence for the rear of the proposed enclosure would be similar to the chain link fence enclosure along the rear of the existing Lowe's building adjacent to Target.

The applicant has proposed fencing that meets the intent of the LDC by requiring the visible sides of the garden center expansion to incorporate the same aesthetics as the existing garden center, creating a uniform look from the front and side of the store. Therefore, because the location of the chain-link fence is not anticipated to be visible and would be in the same general location as chain-link fencing that was approved as part of the 1999 Lowe's site, the applicant is requesting to use chain-link fencing. However, this is a deviation from the LDC requiring approval from the Planning Commission and City Council.

Temporary Seasonal Display and Sale of Merchandise: The proposed amendment clarifies on the Conceptual Development Plan (CDP) the location of where temporary seasonal display and merchandise sales (e.g. Christmas Tree sales) can be located on the Lowe's site, and clarifies in the MDA that the length for special events on this site is to comply with the requirements in the City's Code of Ordinances. According to the proposed MDA, the location of future special events will generally be located in the parking lot area directly in front of the garden center.

Figure 3. Aerial Showing Proposed Outdoor Display/Storage Areas



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated Commercial on the City's Future Land Use (FLU) Map. The original PCD zoning district and MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 1999. The proposed amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on August 23, 2019. At the time this item was prepared for September Planning Commission agenda, staff has received one (1) phone call requesting general information regarding the proposed amendment. The main concern was regarding additional development within Port Orange Gateway Center PCD.

SUMMARY OF POLICY CONSIDERATIONS

As part of its review of the amendment proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC:

1. Allow display of products customarily used out of doors (e.g. lawn furniture, grills, propane tanks, etc.) to not be limited to one of any one product or model; and
2. Allow for the rear portion of the enclosure of the proposed garden center expansion area to be vinyl coated chain link fencing.

RECOMMENDATION

The Staff Development Review Committee (SDRC) has reviewed this proposal and recommends approval of the 9th Amendment to the Port Orange Gateway Center PCD Master Development Agreement and Conceptual Development Plan, subject to:

1. Approval of the two (2) Policy Considerations; and
2. Review by the City Attorney as to legal form and content.

ATTACHMENTS

Exhibit 1 – See Ordinance Exhibit (9th Amendment to the Port Orange Gateway Center MDA and CDP)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: Yes

SUBJECT: (I18) First Reading - Ordinance No. 2019 -37 - Per Diem and Travel reimbursement rates as published by the General Services Administration (GSA)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-37.

SUMMARY: In anticipation of the WorkDay go live date in late December and in accordance with recent budget discussions and approval this ordinance is brought forward for council approval to comply with Florida Statute.

Florida Statute, Section 112.061 promulgates the State of Florida reimbursement rates for Per Diem and Travel. Council, through Ordinance may authorize the use of alternative reimbursement rates.

Effective October 1, 2019, the City will use the Per Diem and Travel reimbursement rates as published by the General Services Administration (GSA). These rates cover travel for all States and are updated periodically.

These rates have been included in the Budget for Fiscal Year 2020 and are an integral component of the new WorkDay financial system and are included in the updated Travel Policy 1-17 effective 10-1-2019.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Ord No 2019-37	Ord No 2019-37.pdf
2.	Exhibit A to Ord No 2019-37 - Policy 1-17 Travel	Exhibit A to Ord No 2019-37 - Policy 1-17 Travel.pdf

Robin Fenwick
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 9/26/2019
Approved - 9/26/2019
Approved - 10/10/2019
Approved - 10/10/2019
Final Approval - 10/10/2019

ORDINANCE NO. 2019-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING UNIFORM STANDARDS FOR TRAVEL AND PER DIEM USE AND EXPENSE REIMBURSEMENT FOR CITY OFFICIALS, EMPLOYEES AND OTHER AUTHORIZED PERSONS; PROVIDING FOR TRAVEL AND PER DIEM REIMBURSEMENT RATES, PROCEDURES, EXCEPTIONS AND OTHER LIMITATIONS; PROVIDING FOR RATIFICATION OF THE TRAVEL AND PER DIEM RELATED EXPENDITURES COMMENCING ON OCTOBER 1, 2019 CONSISTENT WITH THIS ORDINANCE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 112.061(1)(b)2., Florida Statutes (2019) authorized the City Council to adopt by ordinance its standards for travel and per diem rates of reimbursement, procedures, exceptions, exemptions, and other limitations applicable to the City of Port Orange officials and employees;

WHEREAS, the City Manager and city staff have studied and reviewed the current city policy and have determined that amendments are required to provide a reasonable rate of reimbursement to the city's officials, employees and other authorized persons and recommends utilizing the standards substantially similar to the General Services Administration rates recognized for federal employees;

WHEREAS, the city's current policy utilizes the state standards for travel reimbursement rates, procedures, limitations, exceptions and exemptions or public officers, employees, and authorized persons whose travel is authorized and paid by a public agency; and

WHEREAS, the City Council has determined that local law as established by City Council's ordinance shall be the standard for the travel reimbursement rate, procedures, and limitations as more particularly set forth in this ordinance.

NOW, THEREFORE, BE IT ENACTED, by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby adopts the Travel and Per Diem Policy as if fully set forth herein and as attached hereto as "Exhibit A".

SECTION 2: The City Council of the City of Port Orange hereby ratifies all travel and per diem related expenditures commencing on October 1, 2019 to the extent that said expenditures are consistent with this Ordinance No. 2019-37 and to provide for consistent application of the city standards.

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

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

SECTION 5: This Ordinance shall 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: _____
Margaret T. Roberts, City Attorney

EXHIBIT "A"

GENERAL ADMINISTRATION POLICY PORT ORANGE, FLORIDA



TITLE: Travel Expense
NUMBER: 01-17
EFFECTIVE: XXXXXXXX
SUPERSEDES: 10/28/2014

OBJECTIVE

This policy establishes procedures for a uniform method of approval, payment, and accounting for expenses incurred when employees travel in conjunction with an approved training opportunity or other business-related travel for the City of Port Orange (City), ensures that City funds are being expended in a prudent and reasonable manner, and allows the City to maintain an accountable expense reimbursement plan under IRS rules and regulations.

The intent of this policy is to significantly support the financial obligation for the Traveler; however, it does not intend to provide fully for all costs that are incurred during travel.

INTRODUCTION

This policy applies to all Travelers and is intended to establish uniform procedures by which Travelers shall report and be reimbursed for expenses incurred in connection with authorized travel on behalf of the City. This policy provides for economical and efficient travel to derive the greatest benefit from the trip at the most effective cost. It does not allow Travelers to be financially enriched because of travel nor be required to utilize their own funds because of City travel. Travelers are responsible for exercising good judgment in requesting, arranging, and fulfilling a travel request to mitigate costs to the City.

DEFINITIONS

1. Authorized Officials: City Manager and City Attorney, or their respective designees.
2. Elected Officials: The Mayor and City Council Members.
3. Expense Report: Summary of costs incurred with supporting receipts and

documentation that is prepared when City funds are expended for travel. If a City-issued credit card (P-Card) is used to pay for travel costs in advance of the travel dates (e.g. airline flight or registration) then multiple expense reports should be created as City funds are expended. An expense report must be completed in the City's Enterprise Resource Planning (ERP) system.

4. GSA: General Services Administration.
5. Local Training: Training inside a 30-mile radius from Traveler's duty station, which generally only requires the expenditure of funds for event registration fees, fuel, tolls, and parking.
6. Receipt: A detailed invoice or other document produced by the provider of service that shows each item purchased. Credit card receipts or restaurant check stubs that do not include details of items purchased do not meet the definition of receipt and are not sufficient to document an expenditure of funds.
7. Reimbursement: Payment to the Traveler for all approved travel related expenses incurred.
8. Spend Authorization: Summary of estimated costs to be incurred for travel with required approvals in advance of travel taking place or in advance of travel costs incurred. All Travelers, other than Elected Officials, must complete a Spend Authorization in the City's ERP system.
 - Notice: Travel outside of the State of Florida requires notification to the City Manager by voice or email prior to travel.
9. Travel Period: The period between departure and time of return while on approved travel for the City using the most direct route available in consideration of cost.
10. Traveler(s): Regular and contract employees of the City, advisory board members, Authorized Officials, and Elected Officials who will incur expenses while on training or business-related travel or are authorized to use City time for training or business-related purposes.

GENERAL PROVISIONS

1. Costs associated with travel must be available in the budget and meet a City business purpose.

2. This policy applies to Travelers as defined above. This policy does not apply to employees of companies that are working for the City and for whom the company's agreement with the City governs the reimbursement of expenses. Unless otherwise agreed to, City contractors or vendors must follow this policy to be eligible for reimbursement of travel expenses.
3. Travel, whether by public transportation, privately-owned automobile, City-owned vehicle, or a for-hire conveyance, shall be over the most direct, practicable route. Any deviations from a direct route must be documented and approved in advance.
4. Other than Elected Officials and Authorized Officials, travel during work hours must be authorized in advance of the start of travel. A Spend Authorization should be completed by the Traveler and submitted for approval at least 30 days in advance unless there are other conditions prohibiting the advanced submittal.
5. A request should be made by the Traveler, with approval of the Department Head, to Purchasing (with a copy or reference of the travel related approval) if the Traveler's profile on their existing City credit card needs to be modified to allow travel related charges.
6. Travelers must use a City-issued credit card for travel expenses (not including meals) unless there is a documented business reason why that is not possible. City-issued credit cards may have travel insurance provisions that may offset or avoid the City incurring costs if an accident were to occur on City business.
7. Travelers who make charges on City-issued credit cards for unapproved travel, or make unallowable charges as defined by this policy, will be required to reimburse the City for those charges. If reimbursement is not made within 60 days, the Chief Financial Officer may direct the deduction of the amount owed to the City from the Traveler's next paycheck.
8. A completed Expense Report with all receipts and required documentation should be completed within ten (10) business days of completing travel. If costs are incurred early (e.g. registration or airline tickets), an Expense Report should be completed within ten (10) business days of incurring the expenses. Please note that any unsubstantiated expenses that have been paid by the City may be subject to inclusion in taxable income if not received within 60 days of completing travel.
9. Travel advances may be made in certain circumstances for related charges such as **Per Diem and mileage.**

APPROVAL AUTHORITY

Elected Officials and Authorized Officials authorize their own travel and must comply with all policies stated herein. City Council's travel expenditures are limited to no more than the amount contained in the current approved budget.

Department Directors and Division Managers shall approve all Spend Authorization requests for employees in their respective department/division. Department Directors and Division Managers should evaluate the number of employees attending any one event for reasonableness. Delegation of Department Director or Division Manager approval may only be made when the Department Director or Division Manager is on a short-term absence such as personal leave.

In addition to the Department Director and Division Manager's approval, Authorized Officials shall approve Spend Authorizations for their respective operating departments when one or more of the following conditions exist:

- a. The total estimated cost of travel exceeds \$2,000.
- b. The period of travel or length of event requires an employee to be away from their City duties for a period greater than five (5) regularly scheduled work days.
- c. Travel will require the use of a rental car.
- d. International travel (outside United States and its territories).
- e. Travel requests with a mileage reimbursement for more than 1,000 miles for the round trip.
- f. Lodging in the local travel area.
- g. Any other condition the City Manager may deem appropriate. The City Manager shall notify Department Directors of those conditions in writing with a copy to the Chief Financial Officer.

REIMBURSEMENT ELIGIBILITY AND REQUIREMENTS

The following guidelines are established and will be the basis upon which reimbursement of expenses will be approved. Receipts for these expenses must be attached to the Expense Report. In certain limited circumstances when a receipt cannot be located, an explanation must be documented. Receipts for registration, airfare, and hotels are always required.

1. Registration Fees

The City shall pay for the cost of basic conference, seminar, meeting, or similar type event (Event) registration fees along with fees for pre-sessions, post-sessions, and other Event activities that are clearly a function of the Event. Recreation and social activities (e.g. golf outings, fishing trips, concerts, and other expenses not related to the city) will not be reimbursed.

Additional registration fees for functions associated with an Event (i.e. dinners, receptions) where a City business purpose is met, or the Traveler is expected to attend due to the nature of their position, may be reimbursed. The business purpose of this type of expense must be documented.

A copy of the Event registration form and agenda must be attached to the Expense Report.

2. Transportation

No specific mode of transportation is required; however, Travelers are expected to use the most economical and direct means available with reasonable consideration given to the time and distance involved. In all instances of the operation of a vehicle while conducting City business (City vehicle, personal vehicle, rental, etc.) all Employee Responsibilities found in Policy 1-16 must be adhered to.

- A. **Airfare:** The City will pay the cost of the most economical class (e.g. coach) airfare. Such travel may balance additional night's stays with reduced airfare. Any Traveler must receive advanced approval from their Authorized Official to travel first-class unless the Traveler pays for the upgrade.

First class travel will only be approved if no other alternative class was available.

Tickets should be purchased with a City-issued credit card. However, if a Traveler does not have access to a City-issued credit card, they may purchase the tickets and request reimbursement.

A valid receipt and passenger itinerary must be attached to the Expense Report.

Costs associated with frequent flyer memberships, passenger screening programs, or other such costs where the benefit is strictly for the Traveler will not be reimbursed through the travel request process. In the limited cases where these costs may be a legitimate use of City funds, the Traveler must submit a justification for those items in the Spend Authorization and Expense Report.

Additional charges incurred for a reasonable amount of luggage for the Traveler will be reimbursed.

In the event a travel event cannot be taken at the scheduled time, all reservations must either be cancelled or if possible, made available for use by another City employee. When an airline reservation is cancelled, all credits must be returned to the City. Credits cannot be used for personal travel. Travelers should make a good faith effort to recover the costs for any canceled airline tickets even for non-refundable fares. A memo explaining the cancellation must be attached to the Expense Report.

Change ticket fees will be reimbursed if the reason for the change is necessary and related to City business.

- B. **City Vehicle:** In accordance with Policy 1-16, it is the preference for a City Vehicle to be used for travel if available rather than a personal vehicle.

When authorization is requested to use a City vehicle, the vehicle number should be indicated if known. Any auto-related expenses must be documented through the submission of valid receipts.

If an emergency repair of a City-owned vehicle is required, the Traveler should contact the Fleet Management for instructions.

Travelers receiving a car allowance may not use a City-owned vehicle unless traveling outside of the local travel area.

- C. **Personal Vehicle:** The use of a privately-owned vehicle for official travel in lieu of a City vehicle or a common carrier is allowable under certain provisions in Policy 1-16. Whenever travel is by privately-owned vehicle, the Traveler shall be entitled to a mileage allowance at a fixed rate equal to the IRS per mile guidelines or the common carrier rate for such travel, whichever is lower. When two or more employees are traveling in one private vehicle, the person supplying the vehicle shall receive the mileage reimbursement.

The mileage reimbursement rate includes the operating expenses such as gas, oil, and repairs. No separate claim may be made for those items.

1. The mileage reimbursement rate may be adjusted by the city manager, upon recommendation of the Finance Department and notice to the departments.
2. The Expense Report must indicate the employee's itinerary and must show the official business mileage. The City will accept common travel planners such as Google Maps, Yahoo!, and

MapQuest driving directions as documentation of actual mileage.

3. Any deviations from the most direct route (i.e. shortest distance) will not be reimbursed unless a business purpose of the deviation is documented and approved in advance.
4. For mileage reimbursements where the Traveler reports to a destination (or the airport) from home rather than their normal place of work (i.e. City Hall), the Traveler shall only be entitled to reimbursement of incremental mileage calculated as the mileage from their home to the destination, less mileage from their home to their normal place of work.

If the Traveler travels from their normal place of work to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their normal place of work to the destination.

If the Traveler travels on a weekend or holiday to a destination, the Traveler is entitled to reimbursement based on the actual mileage from their home to the destination.

5. Out-of-state travel in excess of 1,000 miles for the round trip requires prior written approval from an Authorized Official. Approval to use a vehicle provides the Traveler(s) a substitute for an airline ticket; therefore, expenses other than meals, mileage and tolls while in route will not be reimbursed. Travel time in excess of the most advantageous mode of travel to the City will be chargeable as leave to the employee(s).

D. Other Ground Transportation: When travel is by common carrier, reasonable taxi/shuttle fares will be allowed for necessary transportation to a hotel (or the conference site) and return. After arrival at the destination, necessary taxi fares for traveling between hotel and meeting/conference will be allowed.

Fares for transportation obtained by using ride-hailing apps such as Uber or Lyft are allowable.

Reimbursement for taxicabs, shuttles, or bus service will be made only when the nature of the service is stated, and validated receipts are provided. Reimbursement of tips for shuttles and taxicabs in a reasonable amount will be allowed.

- A. Car Rental:** Rental cars should only be used when either (1) taxi services are not readily available, or (2) the anticipated cost of using a taxi will exceed the cost of the rental car plus parking. Documentation should include justification as well as approval from the Authorized Official. If a rental vehicle is required, the most

economical car should be rented. Traveler should take advantage of any discounts available to the City.

A complete condition and damage assessment must be made before a rental vehicle is accepted.

All rental vehicles must be refueled immediately prior to check-in. The City will not reimburse a Traveler for excess fuel charges assessed by rental companies.

Travelers must obtain a copy of proof of the City's insurance from Risk Management before embarking on travel that requires a rental car. The City will neither pay nor reimburse the Traveler for personal injury or property damage that they incur or cause while driving a rental car for purposes other than City business.

- E. **Parking and Tolls:** The City will reimburse reasonable and necessary parking and toll expenses with the submission of a valid receipt (or downloaded electronic payment method record).

Travelers are encouraged to use the most economical means of parking. Travelers requesting reimbursement for airport parking for a period greater than seven (7) days must use an economy parking facility.

Valet parking will not be reimbursed if another reasonable self-parking alternative is available.

- F. **Violations:** Travelers are solely responsible for any tickets, violations, or citations issued to them while on City approved travel.

3. *Lodging*

Lodging expenses may vary with the area traveled, but all expenditures for lodging must be reasonable. In rare circumstance where high-end hotels are used, those charges must be justified in writing. If Travelers are not required to report to a session before 12 p.m. on the first day, and travel to the session can be reasonably accomplished in less than four hours, Travelers shall not be entitled to lodging reimbursement for the night immediately preceding the start of the session.

- A. Overnight lodging within the local travel area requires prior approval in accordance with the approval provisions of this policy.

B. **Conferences at Hotels**

The City will pay the cost of standard rooms at the suggested hotel(s) of

the conference unless extenuating circumstances prevent the Traveler from staying at that hotel.

For travel to a location where there is not a hotel associated with the event, lodging choices should be based on economic cost, efficiency, safety, and proximity to the event.

C. Weekend Travel

The arrival and departure dates may be extended at city expense to include extra weekend days if the stay results in a lower overall cost to the City. A cost analysis must be attached to the Spend Authorization and Expense Report, comparing all costs (lodging, per diem, airfare, etc.). Weekend travel must be approved in advance. Any additional costs incurred due to changing travel arrangements for the benefit of the Traveler, Traveler preference, or is unrelated or unnecessary for the conduct of City business, shall be at the Traveler's expense.

D. State Tax Exemption

When traveling in the State of Florida, the Traveler must seek exemption from payment of taxes on the rental of hotel rooms. Travelers can download a Sales Tax Certificate of Exemption from SharePoint. If a hotel fails to honor the City's tax exemption, Travelers must note this on their travel related request and follow up with the hotel.

4. *Meals*

The following provisions shall govern the reimbursement of meals while on travel:

- A. The City shall provide a per-diem reimbursement for meals according to the federal "GSA Meals and Incidental Expenses Breakdowns" rates, published on the federal government's website. The current rates will be available on SharePoint.
- B. Travelers shall receive the daily per-diem rate for each full day of attendance at a conference or training session that requires an overnight stay.

Travelers shall not be paid for any meals included in or provided by a conference or meeting. If the Traveler elects to eat elsewhere, the meal will be at the Traveler's expense. Continental breakfast, rolls, danish, snacks, drinks or other small incidental food items provided by the registration shall not be considered a meal.

C. On days of travel, to and from a conference or training session, the following provisions shall apply:

1. Breakfast: When the travel begins before 7 a.m.
2. Lunch: When the travel period falls between 11 a.m. and 2 p.m., the Traveler shall be eligible for lunch per diem.
3. Dinner: When the Traveler is unable to return home before 7 p.m.

5. *Miscellaneous Travel Reimbursements*

The following charges may be reimbursed with receipts and proper documentation:

- A. Business center usage
- B. Internet fees
- C. Seminar materials

For overnight travel, each Traveler is allowed a maximum per diem reimbursement for gratuities such as bellhops, skycaps, housekeepers, or valet according to the federal "GSA Meals and Incidental Expenses Breakdowns" rates, published on the federal government's website. The rates will be available on SharePoint. Receipts are not required.

6. *All-Inclusive Per-Diem*

In lieu of a daily per-diem for meals, incidental expenses, and the actual cost for lodging, a Traveler may elect to take an all-inclusive per-diem (only for full day travel which includes an overnight stay). On a periodic basis, the Chief Financial Officer shall have disseminated the daily per-diem rates. Such rates shall be based on the rates published by the IRS.

7. *Local Travel Provisions*

It is expected that Travelers will exercise appropriate judgment and discretion in requesting reimbursement for expenses incurred in the local area. The following provisions shall govern reimbursement for expenses incurred for local travel:

- A. A Spend Authorization or Expense Report is not required for travel expenses within the local travel area that are \$300 or less, provided that the City is paying the registration fees and the Traveler is not seeking any additional reimbursement. For example, a local travel area seminar that costs \$50 for registration and the Traveler is not seeking mileage reimbursement will not require a travel related request. The registration

can be paid similar to normal operating expenses via supplier invoice or City credit card.

- B. Transportation expenses (including fuel, tolls and parking) while on official City business with a city vehicle will be reimbursed once a valid receipt(s) is submitted. Travelers should submit a "Local-Mileage Reimbursement" Expense Report for reimbursement which does not require a Spend Authorization.
- C. Travelers receiving a vehicle allowance shall not be entitled to mileage, gas, or tolls within the local travel area. Parking costs related to approved travel within the local travel area may be submitted for reimbursement.
- D. Meals will be reimbursed according to the per-diem guidelines provided in this Policy if the meals are not included as part of the conference or meeting registration.
- E. Only in very limited circumstances will the City reimburse a Traveler for overnight lodging in the local travel area. Prior approval is required in accordance with this policy.

8. *Entertainment – Port Orange Venues*

Entertainment costs are allowed if they meet a City business development purpose. Documentation must include details of the nature, purpose, and anticipated cost of entertainment undertaken with City funds.

For purposes of this policy, "entertainment" means Port Orange business development items such as meals, sporting events, theatrical productions, concerts, and similar activities. When approval is granted, the nature of the entertainment, those present, and a brief summary of the business discussed must be attached to the Expense Report. Although the purchase of alcoholic beverages is discouraged, expenditures for such purchases may be approved by the City Manager, in connection with approved entertainment.

9. *Other*

In recognition of a City Councilmember's entertainment commitments while traveling, the City will additionally reimburse reasonable meal costs for other persons in attendance. These expenses should be reasonable and not include alcoholic beverages. Upon submitting receipts for entertainment meals, a Council Member should document the City business purpose and a list of the attendees within the Expense Report.

Other than Elected Officials and Authorized Officials, entertainment costs require approval from Authorized Officials, or their respective designees.

While the City acknowledges that attendance and participation in professional association meetings constitutes a City business purpose in relation to the training and education of its professionals, the City will reimburse the cost of meals and attendance to such meetings only if it is established that the meeting has a professional and not social purpose and the fee for the meal is at a standard rate per attendee.

10. *Non-Reimbursable Expenses*

In addition to those items previously listed in this policy, the City specifically **will not** reimburse a Traveler for the following expenses:

- A. Alcohol or tobacco, except when approved by council for Port Orange official entertainment or as otherwise approved by the City Manager;
- B. In-room movies;
- C. Costs associated with family members traveling with the Traveler;
- D. Costs associated with traveling early or staying late for personal reasons not related to City business;
- E. Personal telephone calls;
- F. Trip insurance;
- G. Tips in excess of the daily per-diem;
- H. Mileage if traveling as a passenger in a private vehicle;
- I. Laundry service;
- J. Items of a personal nature.

REFERENCES:

Florida Statutes 2019, Section 112.061(1)(b)2, authorizes the City of Port Orange to provide, by ordinance, uniform maximum rates of per diem and travel expenses, without regard to any limitation by general law.

Ordinance 2019-37 referencing Florida Statutes above and authorizing this Policy.

Michael H. Johansson
City Manager

Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/15/2019

Consent item: No

SUBJECT: (I19) City Attorney Vacancy

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Possible Topics for Consideration:

- Actions to be taken in the interim, if any.

- Recruitment Process

- Internal V External Recruitment Search Firm
 - Over the prior years the City has used a variety of resources for the recruitment of key Executive positions. These recruitments have been managed in house, using resources through agencies such as the Range Riders (for City Manager Search), or hiring a professional search firm. In 2014, RFP 14-32 was released to complete the search for a City Manager. There were four responses to that bid and it was awarded to the Mercer Group at a rate of \$14,750. The Purchasing Division is reviewing for current open contracts to get an estimate of what these services may cost currently.
 - Desire to use an Executive Assessment tool. These range from pre-developed tools that could range from low cost (a few hundred dollars), to the development of a recruitment specific tool that could cost upwards of \$15,000.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	City Attorney Position Description	City Attorney.pdf
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Robin Fenwick
Jamie Miller
Jake Johansson
Robin Fenwick

Created/Initiated - 9/27/2019
Approved - 9/28/2019
Approved - 9/30/2019
Final Approval - 10/2/2019

City Attorney

Job Description



Exempt:	Yes	Job Grade:	31
Shift:	Days	Location:	City Hall
Department:	City Attorney's Office	Division:	Administration
Reports to:	City Council	Approved By:	<u>[Signature]</u>
Supersedes:	N/A	Effective Date:	<u>07-21-15</u>

POSITION OBJECTIVES

The City Attorney directs and provides legal services for the City of Port Orange; while overseeing the City Attorney's Office.

ESSENTIAL FUNCTIONS

Essential functions are those functions actually required to perform this position, the removal of which would fundamentally change the job. These are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Researches and prepares legal documents for the City.
- Manages the daily operation of the legal department, directing subordinates and special legal and defense counsel.
- Provides legal support to City Council including conferences, meetings, and deliver of legal guidance.
- Provides litigation on the City's behalf.
- Drafts ordinances and resolutions for City Council adoption.
- Reviews development plans and drafts legal documents in compliance with the Land Development Code.
- Prepares documents for adoption of laws, implementation of laws, and enforcement of laws including policies, civil and criminal proceedings in county and circuit courts.
- Reviews development plans and drafts legal documents in compliance with the Land Development Code.
- Performs related work as required. These additional duties may be representative of tasks typically performed by those in a lesser or more advance job grade.

This position is part of the City's Emergency Management Team and, as such, shall be expected to perform all duties that are assigned during an emergency management operation. Any additional compensation, above the normal weekly salary shall be outlined by the City Manager in the City's Emergency Management Activation and Emergency Declaration. Failure to appear to perform emergency management assignments and to work assigned shifts as scheduled by the City's Emergency Management Personnel or individuals designated by the City Manager to assign such functions will result in disciplinary action up to and including termination.

SUPERVISORY RESPONSIBILITIES

- Directly supervises all City Attorney subordinates.

- Carry out supervisory responsibilities including interviewing, hiring, and training new employees; planning, assigning, directing and reviewing work; mentoring, motivating, coaching and appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems in accordance with the organizations policies and applicable laws.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Education and Experience

- Graduation from an accredited law school.
 - Minimum of five years of legal experience preferably in governmental sector.
- Certifications, Licenses, and Registrations*
- Admission to State Bar of Florida

Knowledge, Skills, and Abilities

- Knowledge of Federal, State, County, and local laws, regulations, and established precedents affecting the City government.
- Knowledge of ordinances and charter provisions relating to the authority and functions of the City departments, boards, and ordinances.
- Knowledge of judicial procedures and rules of evidence.
- Ability to analyze and prepare a wide variety of legal documents.
- Ability to communicate effectively both orally and in writing.
- Ability to analyze and prepare legal documents.
- Ability to conduct research legal problems and to prepare sound legal opinions.
- Ability to comprehend and apply principles of mathematical concepts as applied to this position.
- Ability to exercise judgment and discretion in applying and interpreting organizational rules, regulations, policies and procedures.
- Ability to maintain legal confidentiality of all communications relating to City business.
- Ability to conduct complex research, analyze, interpret and report findings and to make conclusions and recommendations that can be legally supported.
- Ability to use personal computer and other standard office machines and equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- While performing the duties of this job, the employee is regularly required to talk, hear and operate computers and other office equipment.
- The employee frequently is required to sit; use hands to manipulate, handle, or feel objects, tools, or controls; and reach with hands and arms.
- The employee is occasionally required to stand; walk; and stoop, kneel or crouch.
- The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds.

- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those the employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

- The work environment includes those typical of an Office setting.
- This position is subject to drug testing.

The above statements are intended to describe the general nature and level of the work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of the personnel so classified. The tasks and procedures involved in the performance of the essential job functions may vary from day-to-day. Major changes in areas of responsibility may occur, as directed by the attorney, and may require revision of this job description.

I have read the above job description and any attachments and understand the essential functions of the job and its mental and physical requirements. I hereby certify that I am qualified to perform this job and can perform the essential functions, with or without a reasonable accommodation. (Please list any requested accommodation(s) below if an accommodation is necessary to perform the essential functions of this job).

Name (Please print)

Signature

Date

Accommodations as requested (enter none if no accommodation is required):

