



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 6, 2015

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Invocation - Rev. Dr. Jeffrey Sumner, Westminster By-The-Sea Presbyterian Church
3. Roll Call

B. PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-34 - LDC Amendment/Medical Marijuana Related Uses; Case No. 15-25000002

C. AGENDA APPROVAL

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. The 8th Annual pogTV Film Festival Awards.
6. Report from Kemper Sports Management regarding Cypress Head Golf Course

E. CITIZEN PARTICIPATION (Agenda)

7. Request for the City to process an amendment to the Gateway Center PCD zoning to remove the maximum building size restriction
8. ADA 800 Walk - Ormond Strong
9. Atlantic High School - Athletic Director Zach Rigney to address EMT Fees

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

G. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

H. TABLED ITEMS

11. Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc. (Tabled from September 22, 2015)

I. CONSENT AGENDA

12. Approval of Minutes

- a. September 22, 2015 - Regular City Council Meeting

13. Resolution No. 15-68 - Florida City Government Week

14. Resolution No. 15-69 - Encouraging Congress to fund the Community Development Block Grant Program

15. Resolution No. 15-70 - Voting Rights Act 50th Anniversary

16. Resolution No. 15-72 - ICMA-RC Manager 401(a) Retirement Plan

17. Resolution No. 15-74 - Lien Amnesty Program

18. FY 2016 Expenditure Authorization for AT&T Mobility Wireless Communication Services & Equipment

19. FY 2016 Expenditure Authorization for Level 3 Communications (Formerly Time Warner Telecom, Inc.)

20. FY 2016 Expenditure Authorization for SunGard Public Sector, Inc.

21. FY2016 Spending Authorization and Amendment for Aaron's Backflow Services, Inc.

22. Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. Widening

23. Infrastructure Accounting Procedure

24. Proposed Write off of Bad Debts (Miscellaneous Receivables)

25. Utility Billing back-billing policy

26. Bid Awards and Contract Items

- a. Street Sweeping Services Contract with USA Services of Florida, Inc. via Piggyback of Pinellas County Contract 134-0287-B (LN)
- b. Change Order No 1 to Task Authorization No 3 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.
- c. Piggyback City of Lakeland Contract with SiteSecure, LLC for Security Systems Repairs, Maintenance, and Upgrades and approve Task Authorization No 1 Public Utilities Security System Upgrade.
- d. Task Authorization No. 3 to the Contract for Engineering Services with Wade Trim, Inc. for Spruce View Way Water Main Design and Permitting
- e. Change Order No 1 to Task Authorization No 1 to the contract for Engineering Services with Wade Trim, Inc.



- f. Award RFP #15-31 for Commercial/Industrial Realtor Services
- g. Change Order No 1 to Task Authorization No 4 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.

27. FY 15/16 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program Support

J. REGULAR AGENDA

28. Cypress Head Clubhouse Alteration Request

29. First Reading - Ordinance No. 2015-36 - Amending Chapter 50 of the Code of Ordinances Regarding the Golf Course

30. Resolution No. 15-73 - Half Cent Sales Tax for Transportation

31. Financial Report- August 31, 2015

K. COMMENTS

32. City Attorney Comments  
Agreement for 5126 Ridgewood Avenue

33. City Manager Comments

L. COUNCIL COMMITTEE REPORTS

34. City Council Committee Reports

- a. General Employee's Pension Board
- b. River to Sea TPO
- c. YMCA

M. ADJOURNMENT

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

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



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** Second Reading - Ordinance No. 2015-34 - LDC Amendment/Medical Marijuana Related Uses; Case No. 15-25000002

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION:** Move to approve Ordinance 2015-34, amending Chapters 2, 12, 16, 17, and 18 of the Land Development Code relating to medical marijuana uses.

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**SUMMARY:** Planning Commission Action (8/27/15): Recommended Approval

The City's Land Development Code (LDC) does not contain definitions or comprehensive regulations for the uses associated with medical marijuana because prior to the potential for the legalization of medical marijuana these were not lawful uses. In October 2014, the City Council passed a 365-day moratorium on uses related to medical marijuana in order to provide time to develop appropriate regulations.

If the Florida Right to Medical Marijuana Initiative Amendment is approved in 2016, it is unclear what regulations will be imposed by the DOH or by the legislature and if local governments will be pre-empted by state law in their ability to create local legislation to implement appropriate zoning regulations. Local ordinances adopted prior to adoption of State regulations may need to be amended to comply with State law or could potentially be grandfathered-in.

The proposed LDC amendments include:

- a) clearly defining medical marijuana cultivation, medical marijuana dispensaries, and medical marijuana processing facilities;
- b) adding medical marijuana dispensaries as a Special Exception use in the Community Commercial (CC) zoning district;
- c) adding medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses within the Commercial Industrial (CI) and Light Industrial (LI) zoning districts;
- d) adding medical marijuana related uses to the list of prohibited home occupations; and
- e) adding parking requirements for medical marijuana related uses.

The proposed regulations are intended to prevent the accumulation of these uses in a concentrated area, limit potential negative impacts to surrounding businesses and residential properties, and ensure that public health, safety, and general welfare are protected.

Project              Funding Account

No.:                      No.:

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**ATTACHMENTS:**

|    |                       |                                                  |
|----|-----------------------|--------------------------------------------------|
| 1. | Ordinance No. 2015-34 | Ord 2015-34 Medical Marijuana LDC Am 9.14.15.pdf |
| 2. | Staff Report          | Staff Report.pdf                                 |

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Cruz, Penelope

Created/Initiated - 09/22/2015

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ORDINANCE NO. 2015-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2 TO ADD DEFINITIONS RELATED TO MEDICAL MARIJUANA; AMENDING CHAPTER 12 TO ADD PARKING REQUIREMENTS FOR MEDICAL MARIJUANA RELATED USES; AMENDING CHAPTER 16 TO ADD MARIJUANA RELATED USES TO THE LIST OF PROHIBITED HOME OCCUPATIONS; AMENDING CHAPTER 17 TO ADD MEDICAL MARIJUANA DISPENSARIES AS A SPECIAL EXCEPTION USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT; TO ADD MEDICAL MARIJUANA CULTIVATION AND MEDICAL MARIJUANA PROCESSING FACILITIES AS SPECIAL EXCEPTION USES IN THE COMMERCIAL INDUSTRIAL (CI) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; AMENDING CHAPTER 18 TO ADD SPECIAL REQUIREMENTS FOR THESE SPECIAL EXCEPTION USES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council recognizes that the State of Florida has authorized the limited use of medical marijuana for certain medical conditions by its adoption of the Compassionate Medical Cannabis Act of 2014 codified at Section 381.986 of the Florida Statutes; and

WHEREAS, the Florida Right to Medical Marijuana Initiative Amendment, was very nearly adopted by voters in November of 2014 which would have provided for a more broad scale use of medical marijuana; and

WHEREAS, the above mentioned initiative is coming back before the voters for consideration in 2016; and

WHEREAS, in order to establish the land use and zoning framework for medical marijuana, a previously undefined use, certain amendments to the Land Development Code are necessary; and

WHEREAS, staff has reviewed various publications addressing the direct and secondary impacts relating to the legalization of marijuana, including *Planning for Marijuana: The Cannabis Conundrum* (Journal of the American Planning Association, 2014), *The Legalization of Marijuana in Colorado: The Impact* (Rocky Mountain HIDTA, 2013), White Paper on Marijuana Dispensaries (California Police Chiefs Association's Task Force on Marijuana Dispensaries, 2009), and various regulatory ordinances from cities in Florida and throughout the United States; and

WHEREAS, City Council finds it necessary to impose certain special exception requirements to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties, and to ensure that public health, safety, and general welfare are protected; and

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

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

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

**SECTION 1:** The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to add the following definitions in alphabetic order:

## **Chapter 2 – DEFINITIONS AND INTERPRETATIONS**

### **Section 2: - Definitions.**

*Marijuana.* Any form or variant or species of the cannabis plant including but not limited to cannabis sativa L., C. ruderalis, C. indica and its constituent cannabinoids, such as tetrahydrocannabinol (THC) and cannabidiol (CBD) commonly referred to as marijuana.

*Medical marijuana.* Marijuana used or intended to be used for a medical purpose that is currently legal to possess, or may become legal to possess in the State of Florida.

*Medical marijuana cultivation.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested in any soil or hydroponic medium.

*Medical marijuana dispensary.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana or marijuana-based products are purchased, possessed, dispensed, or administered for medical purposes as identified by a valid prescription and operated in accordance with all federal, state, and local laws.

*Medical marijuana processing facility.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana, marijuana-based products, or marijuana plants are prepared, converted or processed, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging of the substance or labeling or relabeling of its container.

**SECTION 2:** The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to add the following medical marijuana related parking requirements to the commercial (retail) matrix to subsection 4(b)(6):

## **Chapter 12 – ROADS AND VEHICULAR USE AREAS**

### **Section 4: - Parking.**

(b) Required off-street parking spaces.

(6) Matrix.

| Use               | Minimum Off-Street Parking Requirement       | Ratio of Full Size/ Compact Spaces                                                                                                                            | Required Bicycle Spaces               |
|-------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Retail:</b>    |                                              |                                                                                                                                                               |                                       |
|                   | <u>Medical marijuana dispensary</u>          | <u>1 space/200 square feet</u>                                                                                                                                | <u>.05 per required parking space</u> |
| <b>Industrial</b> |                                              |                                                                                                                                                               |                                       |
|                   | <u>Medical marijuana cultivation</u>         | <u>1 space/1,000 square feet of area devoted to marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested</u> | <u>0</u>                              |
|                   | <u>Medical marijuana processing facility</u> | <u>1 space/600 square feet of gross floor area devoted to processing, plus the required parking for square footage devoted to other uses</u>                  | <u>0</u>                              |

**SECTION 3:** The City Council hereby amends Chapter 16, Section 2 of the Land Development Code, to read as follows:

## **Chapter 16 - MISCELLANEOUS REGULATIONS**

### **Section 2: - Home occupations.**

(a) – (b) [*Remain Unchanged*]

(c) *Prohibited home occupations.*

(1) – (12) [*Remain Unchanged*]

(13) Cultivation, processing or dispensing of marijuana or marijuana-based products.

(1314) Any use not specifically permitted by chapter 16, section 2(b) above.

(d) [*Remains Unchanged*]

**SECTION 4:** The City Council hereby amends Chapter 17, Section 21 of the Land Development Code, to read as follows:

**Chapter 17 - ZONING DISTRICT REGULATIONS**

**Section 21: - Community commercial (CC) district.**

(a) – (bb) [Remain Unchanged]

- (c) *Special exception uses* (chapter 18, section 3).
  - (1) Bars, lounges, and night clubs (subsection 3).
  - (2) Fortune tellers, astrologers, and palm readers (subsection 6).
  - (3) Game/recreation facilities (subsection 7).
  - (4) Guyed and lattice communication towers.
  - (5) Marina, recreational (subsection 9.6).
  - (6) Medical marijuana dispensary (subsection 9.8).
  - ~~(67)~~ Mini-warehouses (subsection 10).
  - ~~(78)~~ Motor vehicle and boat storage facilities (subsection 12).

(d) [*Remains Unchanged*]

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

**Chapter 17 - ZONING DISTRICT REGULATIONS**

**Section 23: - Commercial industrial (CI) district.**

(a) – (c) [Remain Unchanged]

- (d) *Special exception uses* (chapter 18, section 3).
  - (1) Guyed and lattice communication towers.
  - (2) Medical marijuana cultivation (subsection 9.7).
  - (3) Medical marijuana processing facility (subsection 9.7).
  - ~~(24)~~ Used motor vehicle parts yards (subsection 23).

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

**Chapter 17 - ZONING DISTRICT REGULATIONS**

**Section 24: - Light Industrial (LI) district.**

(a) – (c) [Remain Unchanged]

- (d) *Special exception uses* (chapter 18, section 3).
  - (1) Marina, commercial/industrial (subsection 9.5).
  - (2) Medical marijuana cultivation (subsection 9.7).
  - (3) Medical marijuana processing facility (subsection 9.7).
  - ~~(24)~~ Truck stops (subsection 21).

**SECTION 7:** The City Council hereby amends Chapter 18, Section 3 of the Land Development Code, to read as follows:

**Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS**

**Section 3: - Special requirements for special exception uses.**

- (a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.
- (b) *Special development requirements.*
  - (1) – (9.6) *[Remain Unchanged]*
  - (9.7) Medical Marijuana Cultivation or Medical Marijuana Processing Facility (CI, LI).
    - (a) On-premise sales. Sales, distribution, dispensing, or administration of medical marijuana or marijuana-based products shall be prohibited on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
    - (b) On-premise consumption. No marijuana or marijuana-based products shall be smoked, ingested, or otherwise consumed on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
    - (c) Separation distances. The proposed site shall be at least 1,000 feet from the nearest pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana dispensary, or another medical marijuana cultivation or medical marijuana manufacturing facility, measured lot line to building.
    - (d) The proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients.
    - (e) Site lighting. The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times during business hours.
    - (f) Display of state registration. Any medical marijuana cultivation center or medical marijuana processing facility shall be validly registered with the State of Florida, if required, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner responsible for compliance with state and city law.
    - (g) Compliance with other laws. All medical marijuana cultivation centers or medical marijuana processing facilities shall at all times be in compliance with all federal, state and local laws and regulations.
  - (9.8) Medical Marijuana Dispensary (CC).
    - (a) Loitering. A medical marijuana dispensary shall provide adequate seating for its patients and business invitees and shall not allow patients or business invitees to stand, sit (including in a parked car), or gather or loiter outside of the building where



the dispensary operates, including in any parking areas, sidewalks, right-of-way, or neighboring properties for any period of time longer than that reasonably required to arrive, transact business and depart. The medical marijuana dispensary shall post conspicuous signs on all exterior sides of the building or tenant space that no loitering is allowed on the property.

- (b) *On-premise consumption.* No marijuana or marijuana-based products shall be smoked, ingested, or otherwise consumed on the premises, unless administered by a licensed physician. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings.
- (c) *Alcohol and controlled substances.* No alcohol or other controlled substances (other than those types of marijuana approved for sale by the state Department of Health) shall be consumed, made available, sold, offered for sale, given, distributed, traded, or otherwise provided on the premises. The term "premises" includes the actual building, as well as any accessory structures, parking lot or parking area(s), sidewalks, landscape buffers or other immediate surroundings of the medical marijuana dispensary.
- (d) *Separation distances.* The proposed site shall be at least 1,000 feet from the nearest pre-existing school, house of worship, day care facility, public park, drug treatment facility, half-way house, medical marijuana cultivation center, medical marijuana processing facility, or another medical marijuana dispensary, measured lot line to building.
- (e) *Hours of operation.* A medical marijuana dispensary may only operate Monday through Friday and only between the hours of 7:00 a.m. and 9:00 p.m.
- (f) The proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients.
- (g) *Site lighting.* The entire exterior grounds, including the parking lot and landscaped areas, shall be lighted in such a manner that all areas are clearly visible at all times during business hours.
- (h) *Display of state registration.* Any medical marijuana dispensary shall be validly registered with the State of Florida, if required, and shall prominently display in a public area near its main entrance copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner and designated physician responsible for compliance with state and city law.
- (i) *Compliance with other laws.* All medical marijuana dispensaries shall at all times be in compliance with all federal, state and local laws and regulations.

#### SECTION 8: CONFLICTING ORDINANCES.

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

SECTION 9: CODIFICATION.

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

SECTION 10: SEVERABILITY.

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

SECTION 11: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the       day of

Passed and adopted on second and final reading on the       day of

Reviewed and Approved: \_\_\_\_\_  
Assistant City Attorney



# STAFF REPORT

## LDC Amendment/Medical Marijuana Related Uses

Case No. 15-25000002

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**REQUEST:**

To amend Chapter 2 of the Land Development Code (LDC) to add definitions related to medical marijuana; amend Chapter 12 to add parking requirements for medical marijuana related uses; amend Chapter 16 to add marijuana related uses to the list of prohibited home occupations; amend Chapter 17 of the LDC to add medical marijuana dispensaries as a Special Exception use in the Community Commercial zoning district; to add medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses in the Commercial Industrial and Light Industrial zoning districts; and amend Chapter 18 of the LDC to add special requirements for these Special Exception uses.

**PLANNING COMMISSION****RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**STAFF CONTACT:**

Penelope Cruz, Principal Planner (386) 506-5671

**CITY COUNCIL DATE:**

September 22, 2015

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**BACKGROUND:**

In June 2014, the Compassionate Medical Cannabis Act of 2014 (CMCA) was signed into law by the Governor. The Florida Department of Health (DOH) has been charged with adopting rules necessary to implement the CMCA. On January 1, 2015, the CMCA authorized Florida licensed medical doctors and Florida licensed osteopathic physicians to order low-THC cannabis to patients suffering from cancer or a physical medical condition that chronically produces symptoms of seizures or severe and persistent muscle spasms. The CMCA also authorizes the establishment of five dispensing organizations to ensure reasonable statewide accessibility and availability necessary for patients registered in the compassionate use registry.

In November 2014, the Florida Right to Medical Marijuana Initiative Amendment did not obtain the required 60% supermajority vote for an amendment to pass (reaching 57.62%). However, this proposed constitutional amendment is expected to be on the November 2016 ballot. With the CMCA in place and in anticipation of the Florida Right to Medical Marijuana Initiative Amendment possibly passing in 2016, cities around Florida are addressing medical marijuana related uses in their zoning regulations.

The proposed constitutional amendment would allow the medical use of marijuana for individuals with debilitating diseases as determined by a licensed Florida physician. It

would also create entities called "Medical Marijuana Treatment Centers" which are authorized to acquire, cultivate, possess, process (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, or administer marijuana, products containing marijuana, related supplies, and educational materials to qualified patients or their personal caregivers who are registered by the DOH. In addition, the amendment would authorize individuals known as "personal caregivers" to assist "qualifying patients" with their medical marijuana treatment and a personal caregiver could assist up to five (5) people at one time. If that caregiver is an employee of a hospice provider, nursing or medical facility, they may assist more than five (5) people at one time, with no limit.

**DISCUSSION:**

The City's Land Development Code (LDC) does not contain definitions or comprehensive regulations for the uses associated with medical marijuana because prior to the potential for the legalization of medical marijuana these were not lawful uses. In October 2014, the City Council passed a 365-day moratorium on uses related to medical marijuana in order to provide time to develop appropriate regulations.

If the Florida Right to Medical Marijuana Initiative Amendment is approved in 2016, it is unclear what regulations will be imposed by the DOH or by the legislature and if local governments will be pre-empted by state law in their ability to create local legislation to implement appropriate zoning regulations. Local ordinances adopted prior to adoption of State regulations may need to be amended to comply with State law or could potentially be grandfathered-in.

**Proposed Amendment:**

The proposed LDC amendments include:

- a) clearly defining medical marijuana cultivation, medical marijuana dispensaries, and medical marijuana processing facilities;
- b) adding medical marijuana dispensaries as a Special Exception use in the Community Commercial (CC) zoning district;
- c) adding medical marijuana cultivation and medical marijuana processing facilities as Special Exception uses within the Commercial Industrial (CI) and Light Industrial (LI) zoning districts;
- d) adding medical marijuana related uses to the list of prohibited home occupations; and
- e) adding parking requirements for medical marijuana related uses.

**Proposed Definitions**

*Medical marijuana cultivation.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana is produced, propagated, compounded, cultivated, planted, tended, grown, cared for or harvested in any soil or hydroponic medium.

*Medical marijuana dispensary.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana or marijuana-based products are purchased, possessed, dispensed, or administered for medical

purposes as identified by a valid prescription and operated in accordance with all federal, state, and local laws.

*Medical marijuana processing facility.* A facility that is operated by an individual, organization or business holding all necessary licenses and permits from which marijuana, marijuana-based products, or marijuana plants are prepared, converted or processed, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging of the substance or labeling or relabeling of its container.

### Special Exception Proposed Requirements

According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare. All requests for Special Exception uses must be reviewed by the Planning Commission and approved by the City Council.

All Special Exception uses must address a set of standard review criteria (traffic generation, parking, landscaping, etc.; see Exhibit A) along with use specific criteria. Staff has reviewed various publications such as *Planning for Marijuana: The Cannabis Conundrum* (Journal of the American Planning Association, 2014), *The Legalization of Marijuana in Colorado: The Impact* (Rocky Mountain HIDTA, 2013), White Paper on Marijuana Dispensaries (California Police Chiefs Association's Task Force on Marijuana Dispensaries, 2009), and various regulatory ordinances from cities in Florida and throughout the United States.

Staff is proposing additional requirements for medical marijuana related uses based on the various publications and regulatory ordinances researched. These requirements, such as separation requirements, are also generally similar to the other special exception uses, such as, bars, lounges, night clubs and adult entertainment already established in the LDC. Some of the requirements apply to all three of the medical marijuana related use categories, while others apply only to dispensaries. The proposed requirements are intended to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties. The intent of the proposed regulations is to ensure that public health, safety, and general welfare are protected.

#### *1. Posting signs prohibiting loitering on the property (applies to dispensary)*

One of the issues associated with medical marijuana dispensaries in states that allow use of medical marijuana is customers loitering in parking lots for periods of time longer than reasonably required and inconveniencing visitors of other uses within a multitenant building or site. This rule would require "No Loitering" signs to be posted on the exterior of the building or tenant space where medical marijuana dispensaries are located in order to promote safety of persons or property in the vicinity, maintain efficient and safe traffic circulation, and maintain access to other tenant spaces in a multi-tenant building.

2. *No on-premise sales (applies to cultivation and processing facility)*

On-premise sales is considered a retail use which is permitted in commercial zoning districts, not in the industrial zoning districts.

3. *No on premise consumption, unless administered by a licensed physician (applies to all)*

As with other prescription drugs, marijuana consumption can cause harmful side-effects. Marijuana being consumed on-premise poses a significant threat to the health, safety and welfare of those individuals in the immediate surroundings (if consumed by ignition) and the patient consuming the drug. Prohibiting on-premise consumption will protect the general public and marijuana based company employees from the potentially harmful side-effects of the drug, and will also prevent patients and other effected persons from operating vehicles while under the influence of marijuana.

4. *No on-premise consumption of alcohol (applies to dispensary)*

Marijuana has been legalized only for the narrow medical purpose of treating certain designated illnesses. Thus, marijuana dispensaries must maintain the appearance of a professional clinical setting to avoid deterring patients who have a legitimate medical necessity from patronizing dispensary location. Also, the combination of prescription drugs and alcohol could present significant traffic safety concerns for patients commuting to and from the dispensary. Prohibiting the on-premise consumption of alcohol will ensure that dispensaries maintain a clinical and professional appearance while also serving to deter the dangerous combination of prescription drugs and alcohol which could adversely impact the safety of patients and others.

5. *1,000-foot separation from a school, house of worship, day care facility, public park, drug treatment facility, half-way house, or another medical marijuana related use (applies to all)*

Separation from schools, houses of worship, public parks, and similar uses is the most common criterion listed in the LDC for Special Exception uses. A separation distance from another similar use is intended to prevent the accumulation of these uses in a concentrated area and limit potential negative impacts to surrounding businesses and residential properties. Separation distances from schools, houses of worship, and public parks are intended to limit potential negative impacts to surrounding businesses and residential properties for the health, safety and welfare of the general public.

6. *Hours of operation limited from 7:00 a.m. to 9:00 p.m. (applies to dispensary)*

Limiting the hours of operation is intended to limit potential negative impacts to surrounding businesses and residential properties. Many medical offices, medical retail stores and specialty pharmacies such as Florida Health Care Plans

Pharmacies, Avella Specialty Pharmacy (Lake Mary), and Walgreens Specialty Pharmacy (Oviedo, Orlando) are closed around 6 p.m.

7. *No delivery to patients (applies to all)*

Due to the product being sold and the potential for substantial amounts of cash that would be on hand, the proposed business shall not be located in any temporary or portable structure and there shall be no mobile facilities or delivery permitted to patients to help deter crime, limit potential negative impacts to surrounding businesses and residential properties, and for the health, safety and welfare of the general public.

8. *Site must be lighted so that all areas are clearly visible at all times during business hours (applies to all)*

Due to the product being sold and the amount of cash on hand in medical marijuana dispensaries and treatment centers, and the amount of product being housed in cultivation centers and manufacturing facilities, site lighting can help deter crime and provide security for employees and patrons.

9. *Display state registration and all required licenses, the name of the owner responsible for compliance with state and city law (applies to all)*

Proposed medical marijuana related uses must be validly registered with the State of Florida, if required. Any required registration must be prominently displayed in a public area near the main entrance, including copies of all state licenses, city licenses, and local business tax receipt, and the name of the owner (and designated physician for dispensaries) responsible for compliance with state and city law. This will clearly identify the business as a legitimate business approved by the City and assist in the enforcement of the adopted regulations and all applicable laws.

10. *Compliance with other laws (applies to all)*

To address federal and state laws that are beyond the purview of local zoning regulations.

**RECOMMENDATION:**

Approval of the amendments to Chapters 2, 12, 16, 17, and 18 of the Land Development Code regarding uses related to medical marijuana.

**ATTACHMENTS:**

Exhibit A – Standard Review Criteria for Special Exceptions

Exhibit B – Proposed LDC Amendment (~~striketrough~~/underline format) (see Ordinance)

## **Exhibit A – Standard Review Criteria for Special Exceptions**

### **Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS**

#### **Section 2: - Special exceptions.**

##### *(d) Special requirements and conditions.*

(1) *Conditions and safeguards.* In granting any special exception, the planning commission may recommend and the city council may prescribe appropriate conditions and safeguards to ensure compliance with the requirements of this chapter and the code in general. Such conditions may include time limits for the initiation of the special exception use, specific minimum or maximum limits to regular code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter.

(2) *Review criteria.* When reviewing an application for a special exception, the planning commission and city council shall consider the following requirements and criteria:

- (a) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;
- (b) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;
- (c) Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;
- (d) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development; and
- (e) Size, location or number of special exception uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** The 8th Annual pogTV Film Festival Awards.

**DEPARTMENT:** City Manager

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**RECOMMENDED MOTION:**

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**SUMMARY:** Port Orange Government TV (pogTV) is proud to announce the winners of the 8th annual pogTV Film Festival. The festival is open to students from Volusia County's public and private high schools. This year, a total of 10 films were submitted for judging, which is based on creativity, technical merit, production abilities, and concept.

First place went to the film "Yesterday's Affections" by filmmakers Grant Godbee, Wayne Thweatt and Siobhan Guest from Mainland High School. The first place winners receive \$150.00 and an award. "Yesterday's Affections" was also selected as the Overall Film Festival Winner via an online vote.

Second Place went to filmmaker Olivia Williams from Deltona High School with her film "Teacher's First Day." The filmmaker will receive a \$50.00 cash prize and an award.

The festival recognizes Bright House Networks for their community spirit, and serving as this year's pogTV Film Festival grant sponsor. Congratulations to the winners, and thank you to all the filmmakers who participated.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

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Donahue, Kent  
Johansson, M. Jake

Created/Initiated - 09/18/2015  
Final Approval - 10/01/2015

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# ***The Golf Club at Cypress Head***

**DATE: 8/31/15 EVALUATION**

**Operated by  
KEMPERSPORTS Management**

|                               |                                      |
|-------------------------------|--------------------------------------|
| <b>Course:</b>                | <b>The Golf Club at Cypress Head</b> |
| <b>Contract Administrator</b> | <b>Susan Lovallo</b>                 |
| <b>KSM Representatives</b>    | <b>Jody Graham</b>                   |
| <b>General Manager</b>        | <b>Bob Duquette</b>                  |
| <b>Superintendent</b>         | <b>Dennis Pickavance</b>             |

**Prepared by:**  
**Kemper Sports Management, Inc.**  
**500 Skokie Blvd. Suite 444**  
**Northbrook, IL. 60062**

| <b>1. Golf Shop</b>    | <b>Evaluation</b> |       |     |       |
|------------------------|-------------------|-------|-----|-------|
| A. Cleanliness/Orderly | 7.5               | 10/14 | 7.5 | 04/15 |
|                        | 7.5               | 11/14 | 8.0 | 05/15 |
| B. Appearance          | 7.5               | 12/14 | 8.0 | 06/15 |
|                        | 7.5               | 01/15 | 8.5 | 07/15 |
| C. Displays            | 7.5               | 02/15 | 8.5 | 08/15 |
|                        | 7.5               | 03/15 |     | 09/15 |
| D. Inventory           |                   |       |     |       |

**Comments:** The golf shop décor has received an appearance upgrade. Over 2/3 of the golf shop has received a new coat of paint and the counter top is now being addressed.

| <b>2. Administrative Offices</b> | <b>Evaluation</b> |       |     |       |
|----------------------------------|-------------------|-------|-----|-------|
| A. Cleanliness/Orderly           | 7.5               | 10/14 | 7.5 | 04/15 |
|                                  | 7.5               | 11/14 | 8.0 | 05/15 |
| B. Appearance                    | 7.5               | 12/14 | 8.0 | 06/15 |
|                                  | 7.5               | 01/15 | 8.5 | 07/15 |
| C. Equipment                     | 7.5               | 02/15 | 8.5 | 08/15 |
|                                  | 7.5               | 03/15 |     | 09/15 |

**Comments:** The area is well maintained and regular cleaning is performed by the current staff.

| <b>3. Restaurant / Bar</b> | <b>Evaluation</b> |       |     |       |
|----------------------------|-------------------|-------|-----|-------|
| A. Cleanliness/Orderly     | 8.7               | 10/14 | 7.0 | 04/15 |
|                            | 8.7               | 11/14 | 5.5 | 05/15 |
| B. Appearance              | 8.7               | 12/14 | 8.0 | 06/15 |
|                            | 8.7               | 01/15 | 8.0 | 07/15 |
| C. Tables and Chairs       | 8.7               | 02/15 | 8.0 | 08/15 |
|                            | 8.7               | 03/15 |     | 09/15 |

**Comments:** The bids for the RFP involving the vendor that will take over operations for the F & B portion were opened and that company will be officially announced at the Council meeting in September. They have been on property evaluating the facility to prepare for the upgrades in the bar/restaurant area.

| <b>4. Banquet Room</b> | <b>Evaluation</b> |       |     |       |
|------------------------|-------------------|-------|-----|-------|
| A. Cleanliness/Orderly | 7.4               | 10/14 | 7.0 | 04/15 |
|                        | 7.4               | 11/14 | 6.0 | 05/15 |
| B. Appearance          | 7.4               | 12/14 | 7.0 | 06/15 |
|                        | 7.4               | 01/15 | 7.0 | 07/15 |
| C. Tables and Chairs   | 7.4               | 02/15 | 7.0 | 08/15 |
|                        | 7.3               | 03/15 |     | 09/15 |

**Comments:** Area has been secured; regular cleaning is being performed. Hall construction has been awarded the bid for upgrading the area and they have started removing the old windows as well as building a new concrete knee wall. The trees located in the portico area have been removed and the remaining areas has been cleared in preparation for the new roof installation.

| <b>5. Kitchen</b>   | <b>Evaluation</b> |       |     |       |
|---------------------|-------------------|-------|-----|-------|
| A. Customer Service | 7.1               | 10/14 | 7.0 | 04/15 |
|                     | 7.1               | 11/14 | 5.5 | 05/15 |
| B. Cleanliness      | 7.1               | 12/14 | 8.0 | 06/15 |
|                     | 7.1               | 01/15 | 8.0 | 07/15 |
| C. Equipment        | 7.1               | 02/15 | 8.0 | 08/15 |
|                     | 7.1               | 03/15 |     | 09/15 |

**Comments:** The kitchen area is secured and we are awaiting the official announcement of the vendor who will be awarded the lease regarding the restaurant/bar operations.

| <b>6. Club House Restrooms / Hallway</b> | <b>Evaluation</b> |       |     |       |
|------------------------------------------|-------------------|-------|-----|-------|
| A. Cleanliness                           | 8.1               | 10/14 | 8.0 | 04/15 |
|                                          | 8.1               | 11/14 | 8.0 | 05/15 |
| B. Equipment                             | 8.1               | 12/14 | 8.0 | 06/15 |
|                                          | 8.1               | 01/15 | 8.0 | 07/15 |
| C. Appearance                            | 8.1               | 02/15 | 8.0 | 08/15 |
|                                          | 8.1               | 03/15 |     | 09/15 |
| D. Odor                                  |                   |       |     |       |

**Comments:** Area has been secured; a cleaning company is contracted for restroom cleaning and all other regular cleaning is being performed by the current staff.

| <b>7. Entrance/Ext. Clubhouse/Cart Barn</b> | <b>Evaluation</b> |       |     |       |
|---------------------------------------------|-------------------|-------|-----|-------|
| A. Landscape                                | 8.3               | 10/14 | 8.3 | 04/15 |
|                                             | 8.3               | 11/14 | 7.0 | 05/15 |
| B. Signage                                  | 8.3               | 12/14 | 7.5 | 06/15 |
|                                             | 8.3               | 01/15 | 7.5 | 07/15 |
| C. Parking Lot                              | 8.3               | 02/15 |     | 08/15 |
|                                             | 8.3               | 03/15 |     | 09/15 |
| D. Cement Walkways                          |                   |       |     |       |

**Comments:** Area has been secured; weeds have been sprayed and building cobwebs have been reduced by current staff. A beautification proposal for installing new bushes and plants has been approved and the work should begin in September. All of the trees in the parking area have been trimmed and thinned out to allow air circulation and proper growth.

| <b>8. First Tee Area / Putting Green / Range</b> | <b>Evaluation</b> |       |     |       |
|--------------------------------------------------|-------------------|-------|-----|-------|
| A. Cut                                           | 8.1               | 10/14 | 8.0 | 04/15 |
|                                                  | 8.1               | 11/14 | 1.0 | 05/15 |
| B. Health                                        | 8.1               | 12/14 | 7.0 | 06/15 |
|                                                  | 8.1               | 01/15 | 8.0 | 07/15 |
| C. Starter Area                                  | 8.1               | 02/15 | 8.0 | 08/15 |
|                                                  | 8.1               | 03/15 |     | 09/15 |
| D. Bag Drop                                      |                   |       |     |       |

**Comments:** Area has been secured; estimates for repairs needed on starter building due to rot and mildew have been accepted and work should begin in September. Putting green continues to show good growth and regular fertilizing and verti-cutting has been performed. The range has shown good grass growth and has been fertilized, cut and weeded as part of the regular maintenance process. The lighting system for the range has been fixed and is operational.

**9. Tee Conditions-Overall**

|                |     | <u>Evaluation</u> |     |       |  |
|----------------|-----|-------------------|-----|-------|--|
| A. Cut         | 7.5 | 10/14             | 7.5 | 04/15 |  |
|                | 7.5 | 11/14             | 8.0 | 05/15 |  |
| B. Health      | 7.5 | 12/14             | 8.0 | 06/15 |  |
|                | 7.5 | 01/15             | 8.5 | 07/15 |  |
| C. Appearance  | 7.5 | 02/15             | 8.5 | 08/15 |  |
|                | 7.5 | 03/15             |     | 09/15 |  |
| D. Playability |     |                   |     |       |  |

**Comments:** Continued grass growth on all the tee boxes. All areas have been fertilized, cut and weeded as part of the regular maintenance procedures.

**10. Fairway Conditions**

|                |     | <u>Evaluation</u> |     |       |  |
|----------------|-----|-------------------|-----|-------|--|
| A. Cut         | 7.7 | 10/14             | 7.8 | 04/15 |  |
|                | 7.8 | 11/14             | 8.0 | 05/15 |  |
| B. Health      | 7.8 | 12/14             | 8.0 | 06/15 |  |
|                | 7.8 | 01/15             | 8.5 | 07/15 |  |
| C. Appearance  | 7.8 | 02/15             | 8.5 | 08/15 |  |
|                | 7.8 | 03/15             |     | 09/15 |  |
| D. Playability |     |                   |     |       |  |

**Comments:** Conditions are good. The maintenance staff continues to work on projects outlined by the superintendent.

**11. Primary Rough Conditions**

|                |     | <u>Evaluation</u> |     |       |  |
|----------------|-----|-------------------|-----|-------|--|
| A. Health      | 6.9 | 10/14             | 7.0 | 04/15 |  |
|                | 7.0 | 11/14             | 7.5 | 05/15 |  |
| B. Cut         | 7.0 | 12/14             | 8.0 | 06/15 |  |
|                | 7.0 | 01/15             | 8.5 | 07/15 |  |
| C. Appearance  | 7.0 | 02/15             | 8.5 | 08/15 |  |
|                | 7.0 | 03/15             |     | 09/15 |  |
| D. Playability |     |                   |     |       |  |

**Comments:** In good shape. The maintenance staff continues to work on the designated areas.

**12. Common Rough Conditions**

|                |     | <u>Evaluation</u> |     |       |  |
|----------------|-----|-------------------|-----|-------|--|
| A. Health      | 6.5 | 10/14             | 6.6 | 04/15 |  |
|                | 6.6 | 11/14             | 7.0 | 05/15 |  |
| B. Cut         | 6.6 | 12/14             | 7.5 | 06/15 |  |
|                | 6.6 | 01/15             | 8.0 | 07/15 |  |
| C. Appearance  | 6.6 | 02/15             | 8.0 | 08/15 |  |
|                | 6.6 | 03/15             |     | 09/15 |  |
| D. Playability |     |                   |     |       |  |

**Comments:** In good shape. The maintenance staff continues to work on the designated areas.

**13. Greens Conditions**

| 13. Greens Conditions |  | Evaluation |
|-----------------------|--|------------|
| A. Health             |  |            |

|                |     |       |     |       |
|----------------|-----|-------|-----|-------|
|                | 8.1 | 10/14 | 5.0 | 04/15 |
| B. Cut         | 8.2 | 11/14 | 1.0 | 05/15 |
|                | 8.2 | 12/14 | 4.0 | 06/15 |
| C. Appearance  | 8.2 | 01/15 | 6.5 | 07/15 |
|                | 8.2 | 02/15 | 7.5 | 08/15 |
| D. Playability | 8.2 | 03/15 |     | 09/15 |

**Comments:** The greens continue to show good growth on all areas. Our superintendent is currently following all procedures necessary to continue grass growth. The areas have been fertilized, weeded and verticut to proper specifications.

| <b>14. Bunkers</b> | <b>Evaluation</b> |       |     |       |
|--------------------|-------------------|-------|-----|-------|
| A. Appearance      | 3.4               | 10/14 | 3.4 | 04/15 |
|                    | 3.4               | 11/14 | 3.0 | 05/15 |
| B. Texture         | 3.4               | 12/14 | 5.0 | 06/15 |
|                    | 3.4               | 01/15 | 7.0 | 07/15 |
| C. Playability     | 3.4               | 02/15 | 7.5 | 08/15 |
|                    | 3.4               | 03/15 |     | 09/15 |
| D. Conditions      |                   |       |     |       |

**Comments:** Bunkers areas have been edged and the sand has been raked and prepared.

| <b>15. Course Restrooms</b> | <b>Evaluation</b> |       |     |       |
|-----------------------------|-------------------|-------|-----|-------|
|                             | 6.4               | 10/14 | 6.3 | 04/15 |
|                             | 6.3               | 11/14 | 4.0 | 05/15 |
|                             | 6.3               | 12/14 | 4.0 | 06/15 |
|                             | 6.3               | 01/15 | 4.0 | 07/15 |
|                             | 6.3               | 02/15 | 4.0 | 08/15 |
|                             | 6.3               | 03/15 |     | 09/15 |

**Comments:** The bid for repair and replacement of doors, locks and fixtures has been approved and work on the projects should begin in September.

| <b>16. Cart Paths</b> | <b>Evaluation</b> |       |     |       |
|-----------------------|-------------------|-------|-----|-------|
| A. Edging             | 6.9               | 10/14 | 6.9 | 04/15 |
|                       | 6.9               | 11/14 | 7.0 | 05/15 |
| B. Trimming of shrubs | 6.9               | 12/14 | 7.0 | 06/15 |
|                       | 6.9               | 01/15 | 7.0 | 07/15 |
| C. Tee Signs / Beds   | 6.9               | 02/15 | 7.0 | 08/15 |
|                       | 6.9               | 03/15 |     | 09/15 |
| D. Curbing / Corners  |                   |       |     |       |
| E. Bridges            |                   |       |     |       |

**Comments:** Overall the paths are in pretty good condition. There are some areas that need to be repaired and that is currently on schedule to be performed. Edging and trimming are done as part of the regular maintenance duties.

| <b>17. Fertilizer &amp; Chemical Program</b> | <b>Evaluation</b> |       |     |       |
|----------------------------------------------|-------------------|-------|-----|-------|
| A. Records                                   | 6.5               | 10/14 | 6.5 | 04/15 |
|                                              | 6.5               | 11/14 | 6.5 | 05/15 |
| B. Up-Date                                   | 6.5               | 12/14 | 7.0 | 06/15 |
|                                              | 6.5               | 01/15 | 8.0 | 07/15 |

|                         |     |       |     |       |
|-------------------------|-----|-------|-----|-------|
| C. Per Maintenance Plan | 6.5 | 02/15 | 8.0 | 08/15 |
|                         | 6.5 | 03/15 |     | 09/15 |
| D. Material Storage     |     |       |     |       |

**Comments:** Records and maintenance plans are up to date.

| <b>18. Maintenance Equip. Fleet Conditions</b> | <b>Evaluation</b> |       |     |       |
|------------------------------------------------|-------------------|-------|-----|-------|
| A. Preventative Care                           | 5.0               | 10/14 | 5.0 | 04/15 |
|                                                | 5.0               | 11/14 | 5.0 | 05/15 |
| B. Appearance                                  | 5.0               | 12/14 | 5.0 | 06/15 |
|                                                | 5.0               | 01/15 | 5.5 | 07/15 |
| C. Storage Area                                | 5.0               | 02/15 | 5.0 | 08/15 |
|                                                | 5.0               | 03/15 |     | 09/15 |
| D. Maintenance                                 |                   |       |     |       |

**Comments:** During the month, repairs were needed on several pieces of equipment. The tractor which is a very valuable piece of equipment has issues with the clutch and is scheduled to be repaired. Regular maintenance procedures on the fleet are being performed. Storage area is clear and secure.

| <b>19. Maintenance Facility</b> | <b>Evaluation</b> |       |     |       |
|---------------------------------|-------------------|-------|-----|-------|
| A. Surrounding Compound         | 5.3               | 10/14 | 5.3 | 04/15 |
|                                 | 5.3               | 11/14 | 5.3 | 05/15 |
| B. Offices & Break Room         | 5.3               | 12/14 | 6.0 | 06/15 |
|                                 | 5.3               | 01/15 | 6.0 | 07/15 |
| C. Safety Hazards               | 5.3               | 02/15 | 6.0 | 08/15 |
|                                 | 5.3               | 03/15 |     | 09/15 |
| D. Pump House Cleanliness       |                   |       |     |       |

**Comments:** The air conditioning unit in the offices continues to fail and is scheduled to be replaced as part of the capital improvements for the new fiscal year.

| <b>20. Golf Cart Fleet</b> | <b>Evaluation</b> |       |     |       |
|----------------------------|-------------------|-------|-----|-------|
| A. Appearance              | 8.5               | 10/14 | 4.0 | 04/15 |
|                            | 8.4               | 11/14 | 3.0 | 05/15 |
| B. Mechanical function     | 8.2               | 12/14 | 3.0 | 06/15 |
|                            | 7.9               | 01/15 | 3.5 | 07/15 |
| C. Batteries Watered       | 7.5               | 02/15 | 4.0 | 08/15 |
|                            | 7.4               | 03/15 |     | 09/15 |

**Comments:** The fleet continues to be monitored regularly and all carts have been identified regarding which one will require repairs. The process involving purchasing new carts for the upcoming season has progressed and EZ-GO has been named the vendor of choice. The purchase order has been signed and the order is placed for delivery of the new carts by the 15<sup>th</sup> of October.

The purpose of the evaluation is to assure that the golf course continues to move forward in a positive direction, and if there are weaknesses, we address them as soon as possible.

The final ratings will be based on the categories listed, plus the feeling, ideas and experience of the raters. Any suggestions or changes made by the raters should be addressed at once. The ratings are based on a scale of 1 – 10.

**Rating Summary:**

**Needs Improvement 1.0 to 4.9**

**Average: 5.0**

**Good: 6.0**

**Excellent: 7.0**

**Outstanding: 8.0 to 10.0**

**Current Overall Rating:**

|      |       |     |       |
|------|-------|-----|-------|
| 7.07 | 10/14 | 6.5 | 04/15 |
| 7.08 | 11/14 | 5.7 | 05/15 |
| 7.07 | 12/14 | 6.7 | 06/15 |
| 7.06 | 01/15 | 7.2 | 07/15 |
| 7.04 | 02/15 | 7.3 | 08/15 |
| 7.04 | 03/15 |     | 09/15 |



The Golf Club at Cypress Head  
Course Cash Flow Report  
For the Year Ended September 30, 2015

|                             | OCT<br>Actual | NOV<br>Actual | DEC<br>Actual | JAN<br>Actual | FEB<br>Actual | MAR<br>Actual | APR<br>Actual | MAY<br>Actual | JUN<br>Actual | JUL<br>Actual | AUG<br>Actual | SEP<br>Actual | TOTAL     |
|-----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------|
| EBITDA                      | (41,222)      | (5,960)       | (1,149)       | 22,483        | 26,054        | 59,419        | 25,813        | (77,519)      | (86,104)      | (78,929)      | (79,455)      | 9,615         | (226,955) |
| Management Fee Expense      | (7,370)       | (7,370)       | (7,270)       | (7,370)       | (7,370)       | (7,370)       | (7,370)       | (3,685)       | (3,685)       | (3,685)       | (3,685)       | 0             | (66,226)  |
| Depreciation & Amortization | (535)         | (535)         | (535)         | (535)         | (535)         | (535)         | (535)         | (535)         | (535)         | 1,005         | (381)         | 0             | (4,191)   |
| Net Income                  | (49,127)      | (13,864)      | (8,954)       | 14,578        | 18,149        | 51,514        | 17,909        | (81,739)      | (90,324)      | (81,609)      | (83,521)      | 9,615         | (297,371) |
| Working Capital Changes     |               |               |               |               |               |               |               |               |               |               |               |               |           |
| Inventory                   | 2,631         | 2,121         | 98            | (4,802)       | 3,028         | 3,531         | 18,755        | 1,590         | 10,416        | 1,229         | 731           | 0             | 39,328    |
| Receivables                 | 37,285        | 143           | 2,267         | 1,440         | (2,670)       | (4,624)       | 3,312         | 1,364         | 3,410         | (2,576)       | 2,197         | 2,169         | 43,720    |
| Prepaid Expenses            | 11,483        | (9,990)       | 6,931         | 5,457         | 4,336         | (4,017)       | 3,490         | 4,269         | (14,872)      | (310)         | (1,322)       | 0             | 5,446     |
| Payables                    | 19,290        | (20,844)      | 8,599         | 5,054         | (5,417)       | 1,129         | 3,494         | (17,802)      | (8,604)       | 8,881         | (2,400)       | (1,048)       | (9,668)   |
| Due to from the City        | 12,025        | 2,036         | 63,815        | 11,783        | 11,911        | 10,827        | (123,357)     | 61,063        | 69,953        | 109,407       | 77,254        | 0             | 306,716   |
| Accrued Expenses            | 3,433         | (26,128)      | 5,162         | 8,566         | 450           | 14,233        | (8,546)       | (19,581)      | 2,393         | 3,156         | 3,781         | (9,615)       | (22,695)  |
| Deferred Revenues           | (20,388)      | (15,138)      | (7,601)       | (15,851)      | (17,064)      | (15,374)      | (22,291)      | 2,129         | (4,045)       | (726)         | (249)         | 0             | (116,597) |
| Depreciation & Amortization | 535           | 535           | 535           | 535           | 535           | 535           | 535           | 535           | 535           | (1,005)       | 381           | 0             | 4,191     |
| Operating Cash Flow         | 17,168        | (81,129)      | 70,853        | 26,761        | 13,258        | 57,754        | (106,709)     | (48,172)      | (31,138)      | 36,447        | (3,147)       | 1,121         | (46,932)  |
| Investing Activities        |               |               |               |               |               |               |               |               |               |               |               |               |           |
| Financing Activities        |               |               |               |               |               |               |               |               |               |               |               |               |           |
| Net Cash Flows              | 17,168        | (81,129)      | 70,853        | 26,761        | 13,258        | 57,754        | (106,709)     | (48,172)      | (31,138)      | 36,447        | (3,147)       | 1,121         | (46,932)  |
| Beginning Cash              | 74,679        | 91,847        | 10,717        | 81,570        | 108,332       | 121,590       | 179,344       | 72,635        | 24,464        | (6,674)       | 29,773        | 26,626        | 814,902   |
| Net Cash Flows              | 17,168        | (81,129)      | 70,853        | 26,761        | 13,258        | 57,754        | (106,709)     | (48,172)      | (31,138)      | 36,447        | (3,147)       | 1,121         | (46,932)  |
| Ending Cash                 | 91,847        | 10,717        | 81,570        | 108,332       | 121,590       | 179,344       | 72,635        | 24,464        | (6,674)       | 29,773        | 26,626        | 27,747        | 767,970   |

**The Golf Club at Cypress Head  
Course Cash Flow Report  
August 31, 2015**

|                                        | <u>August</u>               | <u>YTD</u>                  |
|----------------------------------------|-----------------------------|-----------------------------|
| <b>EBITDA</b>                          | (\$79,454.89)               | (\$236,569.21)              |
| <b>Management Fee Expense</b>          | (3,684.76)                  | (66,225.61)                 |
| <b>Depreciation &amp; Amortization</b> | <u>(381.00)</u>             | <u>(4,191.14)</u>           |
| <b>Net Income</b>                      | (83,520.65)                 | (306,985.96)                |
| <b>Working Capital Changes</b>         |                             |                             |
| Inventory                              | 730.76                      | 39,327.64                   |
| Receivables                            | 2,197.38                    | 41,550.89                   |
| Payables                               | (2,399.53)                  | (8,620.49)                  |
| Due to from the City                   | 77,253.54                   | 306,715.56                  |
| Prepays                                | (1,321.54)                  | 5,445.63                    |
| Accrued Liabilities                    | 3,781.03                    | (13,080.47)                 |
| Other Liabilities                      | (249.08)                    | (116,596.91)                |
| Depreciation & Amortization            | <u>381.00</u>               | <u>4,191.14</u>             |
| <b>Operating Cash Flow</b>             | (3,147.09)                  | (48,052.97)                 |
| <b>Investing Cash Flows</b>            | <u>                    </u> | <u>                    </u> |
| <b>Financing Cash Flow</b>             | <u>                    </u> | <u>                    </u> |
| <b>Net Cash Flows</b>                  | <u>(3,147.09)</u>           | <u>(48,052.97)</u>          |
| <b>Beginning Cash</b>                  | 29,772.74                   | 74,678.62                   |
| <b>Net Cash Flows</b>                  | <u>(3,147.09)</u>           | <u>(48,052.97)</u>          |
| <b>Ending Cash</b>                     | <u>26,625.65</u>            | <u>26,625.65</u>            |

The Golf Club at Cypress Head  
Summary of All Units  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                  | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|--------------------|---------------|----------------|-------------------|------------|----------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| REVENUES           |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 349                | 0             | 0%             | 37,700            | 1%         | Green Fees                       | 425,976       | 460,517       | 92%            | 562,818           | 76%        | 460,517          | 457,446   |
| 0                  | 0             | 0%             | 29,283            | 0%         | Cart Fee                         | 288,715       | 321,778       | 90%            | 431,184           | 67%        | 321,778          | 314,303   |
| 250                | 0             | 0%             | 0                 | 0%         | Initiation Fees                  | 250           | 0             | 0%             | 250               | 100%       | 0                | 250       |
| 0                  | 0             | 0%             | 0                 | 0%         | Merchandise                      | 0             | 0             | 0%             | 193               | 0%         | 0                | 0         |
| 0                  | 0             | 0%             | 0                 | 0%         | Handicap Fee                     | 4,392         | 4,747         | 93%            | 4,714             | 93%        | 4,747            | 4,412     |
| 0                  | 0             | 0%             | 20                | 0%         | Lessons                          | 407           | 878           | 46%            | 1,362             | 30%        | 878              | 472       |
| 367                | 0             | 0%             | 0                 | 0%         | Other Pro Shop Revenue           | 2,943         | 0             | 0%             | 0                 | 0%         | 0                | 2,943     |
| 0                  | 0             | 0%             | 88                | 0%         | Rental Clubs                     | 1,856         | 1,487         | 125%           | 2,220             | 84%        | 1,487            | 1,921     |
| 51                 | 750           | 7%             | 7,137             | 1%         | Retail                           | 53,568        | 47,472        | 113%           | 68,212            | 79%        | 48,222           | 57,436    |
| 0                  | 2,250         | 0%             | 2,466             | 0%         | Range                            | 16,885        | 36,365        | 46%            | 33,753            | 50%        | 38,615           | 18,418    |
| 0                  | 0             | 0%             | 11,690            | 0%         | Food & Beverage                  | 104,050       | 110,318       | 94%            | 156,474           | 66%        | 110,318          | 112,760   |
| 0                  | 0             | 0%             | 6,245             | 0%         | Beer                             | 44,563        | 47,048        | 95%            | 71,353            | 62%        | 47,048           | 48,764    |
| 0                  | 0             | 0%             | 2,501             | 0%         | Liquor                           | 26,928        | 28,483        | 95%            | 36,146            | 74%        | 28,483           | 28,610    |
| 0                  | 0             | 0%             | 388               | 0%         | Wine                             | 6,826         | 6,549         | 104%           | 7,567             | 90%        | 6,549            | 7,067     |
| 0                  | 0             | 0%             | 141               | 0%         | F&B Other                        | 600           | 0             | 0%             | 1,374             | 44%        | 0                | 600       |
| 0                  | 0             | 0%             | 2,644             | 0%         | City Surcharge R & R             | 24,901        | 28,192        | 88%            | 36,036            | 69%        | 28,192           | 26,940    |
| 1,017              | 3,000         | 34%            | 100,303           | 1%         | Total Revenues                   | 1,002,860     | 1,093,834     | 92%            | 1,413,656         | 71%        | 1,096,834        | 1,082,340 |
| COST OF GOODS SOLD |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 137                | 525           | 26%            | 5,891             | 2%         | COGS - Merchandise               | 44,352        | 33,261        | 133%           | 49,242            | 90%        | 33,786           | 44,385    |
| 0                  | 0             | 0%             | 4,023             | 0%         | COGS - Food & Beverage           | 47,068        | 44,127        | 107%           | 70,644            | 67%        | 44,127           | 51,574    |
| 0                  | 0             | 0%             | 1,703             | 0%         | COGS - Beer                      | 16,879        | 17,408        | 97%            | 25,271            | 67%        | 17,408           | 18,944    |
| 0                  | 0             | 0%             | 437               | 0%         | COGS - Liquor                    | 5,659         | 6,266         | 90%            | 6,187             | 91%        | 6,266            | 6,231     |
| 0                  | 0             | 0%             | 154               | 0%         | COGS - Wine                      | 2,986         | 1,573         | 190%           | 3,245             | 92%        | 1,573            | 3,014     |
| 137                | 525           | 26%            | 12,207            | 1%         | Total COGS                       | 116,943       | 102,635       | 114%           | 154,589           | 76%        | 103,160          | 124,148   |
| 880                | 2,475         | 36%            | 88,096            | 1%         | GROSS MARGIN                     | 885,916       | 991,199       | 89%            | 1,259,067         | 70%        | 993,674          | 958,192   |
| 270.81%            | 70.00%        | 386.87%        | 82.54%            | 328.12%    | COGS - Merchandise %             | 82.79%        | 70.06%        | 118.17%        | 71.99%            | 115.02%    | 70.06%           | 1132.25%  |
| 0.00%              | 0.00%         | 0.00%          | 34.41%            | 0.00%      | COGS - Food & Beverage %         | 45.24%        | 40.00%        | 113.09%        | 45.15%            | 100.20%    | 40.00%           | 373.94%   |
| 0.00%              | 0.00%         | 0.00%          | 27.27%            | 0.00%      | COGS - Beer %                    | 37.88%        | 37.00%        | 102.37%        | 35.42%            | 106.94%    | 37.00%           | 316.49%   |
| 0.00%              | 0.00%         | 0.00%          | 17.47%            | 0.00%      | COGS - Liquor %                  | 21.01%        | 22.00%        | 95.53%         | 17.12%            | 122.77%    | 22.00%           | 181.22%   |
| 0.00%              | 0.00%         | 0.00%          | 39.64%            | 0.00%      | COGS - Wine %                    | 43.74%        | 24.02%        | 182.12%        | 42.88%            | 102.02%    | 24.02%           | 282.69%   |
| 0.00%              | 0.00%         | 0.00%          | 30.33%            | 0.00%      | COGS - All Food & Bev            | 39.81%        | 36.06%        | 110.39%        | 38.80%            | 102.60%    | 36.06%           | 8407.76%  |
| PAYROLL            |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 17,950             | 17,461        | 103%           | 16,180            | 111%       | Gross Payroll - Salaried         | 202,530       | 190,534       | 106%           | 191,057           | 106%       | 207,995          | 216,720   |
| 0                  | 0             | 0%             | 3,153             | 0%         | Gross Kitchen Payroll - Salaried | 24,498        | 26,250        | 93%            | 39,707            | 62%        | 26,250           | 24,387    |
| 11,326             | 12,050        | 94%            | 20,037            | 57%        | Gross Payroll - Hourly           | 188,315       | 191,092       | 99%            | 215,411           | 87%        | 203,142          | 206,985   |
| 0                  | 0             | 0%             | 6,562             | 0%         | Gross Kitchen Payroll - Hourly   | 51,389        | 44,397        | 116%           | 69,271            | 74%        | 44,397           | 56,635    |
| 29,276             | 29,511        | 99%            | 45,931            | 64%        | S/T Wages                        | 466,732       | 452,273       | 103%           | 515,445           | 91%        | 481,784          | 504,727   |
| 2,144              | 2,277         | 94%            | 3,663             | 59%        | Payroll Tax - FICA               | 35,957        | 34,397        | 105%           | 39,345            | 91%        | 36,674           | 39,206    |
| 65                 | 141           | 46%            | 831               | 8%         | Payroll Tax - UC                 | 10,288        | 13,148        | 78%            | 13,019            | 79%        | 13,289           | 10,940    |
| 593                | 650           | 91%            | 915               | 65%        | Payroll Tax - WC                 | 11,509        | 9,362         | 123%           | 11,096            | 104%       | 10,012           | 12,312    |
| 4,846              | 5,717         | 85%            | 5,654             | 86%        | Benefits                         | 64,761        | 70,478        | 92%            | 72,813            | 89%        | 76,195           | 71,604    |
| 7,648              | 8,785         | 87%            | 11,063            | 69%        | S/T Adders                       | 122,515       | 127,385       | 96%            | 136,272           | 90%        | 136,170          | 134,062   |
| 36,923             | 38,296        | 96%            | 56,995            | 65%        | TOTAL PAYROLL                    | 589,247       | 579,658       | 102%           | 651,717           | 90%        | 617,954          | 638,789   |
| OPERATING EXPENSES |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 0                  | 0             | 0%             | 108               | 0%         | Bar Supplies                     | 2,165         | 2,425         | 89%            | 4,450             | 49%        | 2,425            | 2,327     |
| 0                  | 0             | 0%             | 0                 | 0%         | Cart Supplies                    | 521           | 431           | 121%           | 468               | 111%       | 431              | 521       |
| 12                 | 0             | 0%             | 229               | 5%         | Course Accessories               | 4,145         | 2,108         | 197%           | 3,778             | 110%       | 2,608            | 4,254     |
| 0                  | 0             | 0%             | 0                 | 0%         | Dining Room Supplies             | 92            | 1,494         | 6%             | 1,626             | 6%         | 1,494            | 209       |
| 2,420              | 475           | 510%           | 0                 | 0%         | Fertilizer                       | 22,968        | 15,553        | 148%           | 9,569             | 240%       | 18,947           | 24,510    |
| 1,454              | 1,275         | 114%           | 0                 | 0%         | Fuel                             | 9,503         | 12,638        | 75%            | 12,009            | 79%        | 13,913           | 11,158    |
| 0                  | 0             | 0%             | 224               | 0%         | Fungicides                       | 1,320         | 2,494         | 53%            | 2,155             | 61%        | 2,494            | 1,320     |
| 2,933              | 1,116         | 263%           | 1,259             | 233%       | Herbicides                       | 15,419        | 7,242         | 213%           | 12,384            | 125%       | 9,202            | 15,702    |
| 4,887              | 3,200         | 153%           | 1,636             | 299%       | Insecticides                     | 13,638        | 9,475         | 144%           | 11,821            | 115%       | 11,975           | 14,134    |
| 0                  | 0             | 0%             | 545               | 0%         | Janitorial Supplies              | 4,278         | 5,410         | 79%            | 7,175             | 60%        | 5,410            | 4,524     |
| 0                  | 0             | 0%             | 413               | 0%         | Kitchen Supplies                 | 3,816         | 2,098         | 182%           | 3,507             | 109%       | 2,098            | 3,888     |
| 0                  | 0             | 0%             | 477               | 0%         | Laundry/Linens                   | 3,772         | 3,440         | 110%           | 5,708             | 66%        | 3,440            | 3,921     |
| 0                  | 0             | 0%             | 32                | 0%         | Laundry/Uniforms                 | 2,038         | 2,518         | 81%            | 2,326             | 88%        | 2,518            | 2,129     |
| 147                | 50            | 294%           | 453               | 32%        | Office Supplies                  | 2,481         | 3,096         | 80%            | 3,828             | 65%        | 3,146            | 2,940     |
| 0                  | 0             | 0%             | 0                 | 0%         | Printing                         | 72            | 0             | 0%             | 0                 | 0%         | 0                | 72        |
| 0                  | 5,000         | 0%             | 0                 | 0%         | Range Balls                      | 3,675         | 8,970         | 41%            | 2,970             | 124%       | 8,970            | 3,675     |
| 0                  | 0             | 0%             | 0                 | 0%         | Range Equipment                  | 173           | 0             | 0%             | 0                 | 0%         | 0                | 173       |
| 0                  | 0             | 0%             | 338               | 0%         | Range Expenses                   | 463           | 411           | 113%           | 1,206             | 38%        | 411              | 463       |
| 2,444              | 0             | 0%             | 599               | 408%       | Sand/Topdress                    | 3,190         | 2,972         | 107%           | 2,479             | 129%       | 3,572            | 3,190     |
| 0                  | 0             | 0%             | 0                 | 0%         | Seeds/Trees                      | 16,125        | 16,131        | 100%           | 16,131            | 100%       | 16,131           | 16,125    |
| 0                  | 0             | 0%             | 0                 | 0%         | Small Tools                      | 186           | 16            | 1164%          | 58                | 319%       | 16               | 186       |
| 0                  | 0             | 0%             | 0                 | 0%         | Staff/Volunteer Uniforms         | 283           | 445           | 64%            | 178               | 159%       | 445              | 283       |
| 0                  | 0             | 0%             | 0                 | 0%         | Supplies                         | 2,145         | 2,750         | 78%            | 3,126             | 69%        | 2,750            | 2,145     |
| 967                | 0             | 0%             | 0                 | 0%         | Tournament Expense               | 2,547         | 595           | 428%           | 762               | 334%       | 595              | 2,597     |

The Golf Club at Cypress Head  
Summary of All Units  
For the Eleven Months Ending August 31, 2015

| MTD      | MTD      | % of   | MTD        | % of  |                            | YTD       | YTD       | % of   | YTD        | % of   | Annual    |           |
|----------|----------|--------|------------|-------|----------------------------|-----------|-----------|--------|------------|--------|-----------|-----------|
| Actual   | Budget   | Budget | Prior Year | PY    |                            | Actual    | Budget    | Budget | Prior Year | PY     | Budget    |           |
| 91       | 90       | 101%   | 141        | 64%   | Alarm System               | 1,428     | 1,148     | 124%   | 1,863      | 77%    | 1,238     | 1,518     |
| 0        | 0        | 0%     | 0          | 0%    | Carpet Cleaning            | 300       | 0         | 0%     | 550        | 55%    | 0         | 640       |
| 0        | 0        | 0%     | 575        | 0%    | Cart Repairs               | 24,835    | 226       | 10989% | 2,118      | 1172%  | 226       | 25,606    |
| 110      | 235      | 47%    | 259        | 42%   | Computer Service           | 2,828     | 2,585     | 109%   | 2,726      | 104%   | 2,820     | 3,087     |
| 130      | 0        | 0%     | 549        | 24%   | Contract Cleaning          | 4,129     | 3,843     | 107%   | 6,039      | 68%    | 3,843     | 4,678     |
| 0        | 0        | 0%     | 156        | 0%    | Handicap Expense           | 4,662     | 4,662     | 99%    | 4,788      | 97%    | 4,662     | 4,662     |
| 702      | 125      | 561%   | 883        | 79%   | Irrigation                 | 7,163     | 3,803     | 188%   | 3,952      | 181%   | 5,203     | 7,917     |
| 0        | 0        | 0%     | 0          | 0%    | Lesson Expense             | 319       | 525       | 61%    | 845        | 38%    | 525       | 503       |
| 0        | 0        | 0%     | 115        | 0%    | Pest Control               | 920       | 855       | 108%   | 1,475      | 62%    | 1,140     | 1,035     |
| 2,525    | 1,500    | 168%   | 1,597      | 158%  | Repair & Maint - Equipment | 25,433    | 20,870    | 122%   | 24,720     | 103%   | 22,370    | 25,850    |
| 1,950    | 0        | 0%     | 0          | 0%    | Repair & Maint - Building  | 2,966     | 6,432     | 46%    | 6,783      | 44%    | 6,432     | 2,807     |
| 0        | 0        | 0%     | 0          | 0%    | Repair & Maint - Other     | 907       | 0         | 0%     | 0          | 0%     | 0         | 907       |
| 6,032    | 6,032    | 100%   | 6,032      | 100%  | Cart Lease                 | 66,354    | 66,352    | 100%   | 66,354     | 100%   | 72,384    | 72,386    |
| 4,495    | 4,495    | 100%   | 5,284      | 85%   | Equipment Lease            | 50,294    | 50,603    | 99%    | 58,128     | 87%    | 55,098    | 55,579    |
| 157      | 157      | 100%   | 157        | 100%  | Off-Site Storage           | 1,904     | 1,727     | 110%   | 1,600      | 119%   | 1,884     | 2,061     |
| 879      | 381      | 231%   | 1,145      | 77%   | Utilities - Electric       | 12,793    | 8,511     | 150%   | 12,100     | 106%   | 8,936     | 13,810    |
| 0        | 0        | 0%     | 727        | 0%    | Utilities - Gas            | 6,026     | 5,445     | 111%   | 9,733      | 62%    | 5,445     | 6,641     |
| 2,959    | 2,638    | 112%   | 3,908      | 76%   | Utilities - Other          | 36,435    | 34,406    | 106%   | 37,540     | 97%    | 36,780    | 40,021    |
| 192      | 201      | 95%    | 242        | 79%   | Utilities - Telephone/Fax  | 2,623     | 2,614     | 100%   | 2,356      | 111%   | 2,816     | 2,865     |
| 267      | 209      | 128%   | 191        | 140%  | Utilities - Water          | 2,451     | 2,162     | 113%   | 2,109      | 116%   | 2,532     | 2,640     |
| 200      | 7,500    | 3%     | 274        | 73%   | Advertising & Promotion    | 18,638    | 22,119    | 85%    | 18,121     | 104%   | 32,119    | 19,707    |
| 16       | 198      | 8%     | 42         | 38%   | Bank Charges               | 702       | 2,250     | 31%    | 537        | 131%   | 2,440     | 728       |
| 19       | 0        | 0%     | 9          | 221%  | Cash Short(Over)           | (23)      | 0         | 0%     | 545        | 4%     | 0         | (433)     |
| 125      | 175      | 71%    | 175        | 71%   | Cell Phone                 | 1,475     | 1,875     | 79%    | 1,750      | 84%    | 2,050     | 1,650     |
| 0        | 0        | 0%     | 2,644      | 0%    | City Surcharge R & R       | 24,901    | 28,192    | 88%    | 36,036     | 69%    | 28,192    | 26,940    |
| 0        | 35       | 0%     | 92         | 0%    | Copier/Photocopies         | 955       | 291       | 328%   | 714        | 134%   | 326       | 955       |
| 56       | 75       | 74%    | 1,959      | 3%    | Credit Card Discounts      | 21,182    | 16,784    | 126%   | 24,887     | 85%    | 16,859    | 22,864    |
| 0        | 0        | 0%     | 0          | 0%    | Donations                  | 1,444     | 0         | 0%     | 0          | 0%     | 0         | 1,444     |
| 0        | 0        | 0%     | 100        | 0%    | Dues & Subscriptions       | 1,083     | 571       | 190%   | 666        | 163%   | 611       | 1,083     |
| 0        | 0        | 0%     | 0          | 0%    | Education & Training       | 535       | 496       | 108%   | 0          | 0%     | 496       | 535       |
| 0        | 0        | 0%     | 221        | 0%    | Employee Relations         | 1,484     | 2,262     | 66%    | 3,093      | 48%    | 2,262     | 1,495     |
| 29       | 0        | 0%     | 56         | 52%   | Employee Testing           | 29        | 166       | 17%    | 306        | 9%     | 166       | 29        |
| 3,796    | 3,733    | 102%   | 3,665      | 104%  | Insurance Expense          | 42,276    | 40,291    | 105%   | 38,739     | 109%   | 44,024    | 45,941    |
| 0        | 0        | 0%     | 253        | 0%    | Member Relations           | 283       | 442       | 64%    | 725        | 39%    | 442       | 283       |
| 0        | 0        | 0%     | 0          | 0%    | Messenger Service - Fedex  | 315       | 249       | 126%   | 300        | 105%   | 249       | 384       |
| 0        | 0        | 0%     | 0          | 0%    | Miscellaneous              | 41        | 0         | 0%     | 0          | 0%     | 0         | 41        |
| 0        | 0        | 0%     | 0          | 0%    | O/S - Accounting           | 12,000    | 13,800    | 87%    | 13,200     | 91%    | 13,800    | 12,000    |
| 0        | 0        | 0%     | 0          | 0%    | O/S - Legal                | 2,648     | 150       | 1766%  | 150        | 1766%  | 150       | 2,728     |
| 0        | 0        | 0%     | 0          | 0%    | O/S - Other                | 3,952     | 4,276     | 92%    | 4,204      | 94%    | 4,276     | 5,752     |
| 152      | 131      | 116%   | 233        | 65%   | Payroll Processing Fee     | 3,719     | 2,600     | 143%   | 2,860      | 130%   | 2,722     | 4,056     |
| 0        | 65       | 0%     | 10         | 0%    | Postage/Shipping           | 269       | 598       | 45%    | 480        | 56%    | 563       | 423       |
| 565      | 200      | 283%   | 0          | 0%    | Professional Dues          | 565       | 700       | 81%    | 0          | 0%     | 700       | 565       |
| 0        | 38       | 0%     | (30)       | 0%    | Tax/Licenses/Fees          | 1,857     | 38        | 4886%  | 668        | 278%   | 83        | 1,985     |
| 0        | 0        | 0%     | 144        | 0%    | Theft Loss                 | 5,711     | 2,140     | 267%   | 3,803      | 150%   | 2,140     | 5,711     |
| 0        | 0        | 0%     | 0          | 0%    | Travel - Meals             | 54        | 0         | 0%     | 0          | 0%     | 0         | 54        |
| 2,701    | 1,668    | 162%   | 743        | 364%  | Travel - Other             | 13,668    | 9,170     | 149%   | 8,119      | 168%   | 9,888     | 14,070    |
| 0        | 0        | 0%     | 0          | 0%    | Website Expenses           | 2,100     | 2,100     | 100%   | 2,100      | 100%   | 2,100     | 2,100     |
| 0        | 0        | 0%     | 0          | 0%    | Employee Meals             | 1,395     | 0         | 0%     | 0          | 0%     | 0         | 1,395     |
| 43,412   | 40,997   | 106%   | 38,863     | 112%  | TOTAL OPERATING EXPENSES   | 533,238   | 471,071   | 113%   | 515,494    | 103%   | 514,113   | 570,143   |
| (79,455) | (76,818) | 103%   | (7,762)    | 1024% | EBITDA                     | (236,569) | (59,530)  | 397%   | 91,856     | -258%  | (138,393) | (250,741) |
| 3,685    | 7,370    | 50%    | 7,225      | 51%   | Management Fee             | 66,226    | 58,960    | 112%   | 79,475     | 83%    | 66,330    | 73,451    |
| 3,685    | 7,370    | 50%    | 7,225      | 51%   | Management Fees            | 66,226    | 58,960    | 112%   | 79,475     | 83%    | 66,330    | 73,451    |
| 0        | 0        | 0%     | 154        | 0%    | Deprec - Office F,F&E      | 0         | 1,078     | 0%     | 1,694      | 0%     | 1,078     | (1,111)   |
| 98       | 0        | 0%     | 98         | 100%  | Deprec - Mach & Equip      | 1,073     | 753       | 142%   | 1,073      | 100%   | 753       | 745       |
| 283      | 0        | 0%     | 283        | 100%  | Deprec - Buildings         | 3,118     | 1,984     | 157%   | 3,118      | 100%   | 1,984     | 1,819     |
| 381      | 0        | 0%     | 535        | 71%   | S/T DEPR. & AMORT          | 4,191     | 3,815     | 110%   | 5,885      | 71%    | 3,815     | 1,453     |
| (83,521) | (84,188) | 99%    | (15,522)   | 538%  | NET INCOME                 | (306,986) | (122,305) | 251%   | 6,497      | -4725% | (208,538) | (325,645) |

The Golf Club at Cypress Head  
Course & Grounds  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                            | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |         |
|---------------------------|---------------|----------------|-------------------|------------|----------------------------|---------------|---------------|----------------|-------------------|------------|------------------|---------|
| <b>REVENUES</b>           |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 349                       | 0             | 0%             | 37,700            | 1%         | Green Fees                 | 425,976       | 460,517       | 92%            | 562,818           | 76%        | 460,517          | 457,446 |
| 0                         | 0             | 0%             | 2,644             | 0%         | City Surcharge R & R       | 24,901        | 28,192        | 88%            | 36,036            | 69%        | 28,192           | 26,940  |
| 349                       | 0             | 0%             | 40,344            | 1%         | Total Revenues             | 450,877       | 488,709       | 92%            | 598,855           | 75%        | 488,709          | 484,386 |
| 349                       | 0             | 0%             | 40,344            | 1%         | GROSS MARGIN               | 450,877       | 488,709       | 92%            | 598,855           | 75%        | 488,709          | 484,386 |
| <b>PAYROLL</b>            |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 7,126                     | 6,650         | 107%           | 5,437             | 131%       | Gross Payroll - Salaried   | 71,251        | 73,353        | 97%            | 70,202            | 101%       | 80,003           | 76,393  |
| 11,326                    | 12,050        | 94%            | 11,821            | 96%        | Gross Payroll - Hourly     | 135,272       | 131,928       | 103%           | 122,798           | 110%       | 143,978          | 147,516 |
| 18,452                    | 18,700        | 99%            | 17,258            | 107%       | S/T Wages                  | 206,523       | 205,281       | 101%           | 193,000           | 107%       | 223,981          | 223,909 |
| 1,267                     | 1,450         | 87%            | 1,327             | 95%        | Payroll Tax - FICA         | 14,601        | 15,782        | 93%            | 13,764            | 106%       | 17,232           | 16,032  |
| 65                        | 116           | 56%            | 221               | 29%        | Payroll Tax - UC           | 3,674         | 5,052         | 73%            | 3,892             | 94%        | 5,168            | 3,951   |
| 350                       | 410           | 85%            | 347               | 101%       | Payroll Tax - WC           | 4,786         | 4,316         | 111%           | 4,077             | 117%       | 4,726            | 5,177   |
| 2,950                     | 3,411         | 86%            | 2,507             | 118%       | Benefits                   | 34,373        | 35,987        | 96%            | 33,515            | 103%       | 39,398           | 38,183  |
| 4,632                     | 5,387         | 86%            | 4,403             | 105%       | S/T Adders                 | 57,434        | 61,137        | 94%            | 55,247            | 104%       | 66,524           | 63,343  |
| 23,084                    | 24,087        | 96%            | 21,661            | 107%       | TOTAL PAYROLL              | 263,957       | 266,418       | 99%            | 248,247           | 106%       | 290,505          | 287,252 |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 12                        | 0             | 0%             | 229               | 5%         | Course Accessories         | 4,145         | 2,108         | 197%           | 3,778             | 110%       | 2,608            | 4,254   |
| 2,420                     | 475           | 510%           | 0                 | 0%         | Fertilizer                 | 22,968        | 15,553        | 148%           | 9,569             | 240%       | 18,947           | 24,510  |
| 1,454                     | 1,275         | 114%           | 0                 | 0%         | Fuel                       | 9,503         | 12,638        | 75%            | 12,009            | 79%        | 13,913           | 11,158  |
| 0                         | 0             | 0%             | 224               | 0%         | Fungicides                 | 1,320         | 2,494         | 53%            | 2,155             | 61%        | 2,494            | 1,320   |
| 2,933                     | 1,116         | 263%           | 1,259             | 233%       | Herbicides                 | 15,419        | 7,242         | 213%           | 12,384            | 125%       | 9,202            | 15,702  |
| 4,887                     | 3,200         | 153%           | 1,636             | 299%       | Insecticides               | 13,638        | 9,475         | 144%           | 11,821            | 115%       | 11,975           | 14,134  |
| 2,444                     | 0             | 0%             | 599               | 408%       | Sand/Topdress              | 3,190         | 2,972         | 107%           | 2,479             | 129%       | 3,572            | 3,190   |
| 0                         | 0             | 0%             | 0                 | 0%         | Seeds/Trees                | 16,125        | 16,131        | 100%           | 16,131            | 100%       | 16,131           | 16,125  |
| 0                         | 0             | 0%             | 0                 | 0%         | Small Tools                | 186           | 16            | 1164%          | 58                | 319%       | 16               | 186     |
| 0                         | 0             | 0%             | 0                 | 0%         | Staff/Volunteer Uniforms   | 283           | 445           | 64%            | 178               | 159%       | 445              | 283     |
| 702                       | 125           | 561%           | 883               | 79%        | Irrigation                 | 7,163         | 3,803         | 188%           | 3,952             | 181%       | 5,203            | 7,917   |
| 2,525                     | 1,500         | 168%           | 1,597             | 158%       | Repair & Maint - Equipment | 18,433        | 17,819        | 103%           | 19,228            | 96%        | 19,319           | 18,850  |
| 0                         | 0             | 0%             | 0                 | 0%         | Repair & Maint - Building  | 662           | 41            | 1615%          | 541               | 122%       | 41               | 503     |
| 4,495                     | 4,495         | 100%           | 5,159             | 87%        | Equipment Lease            | 49,444        | 49,603        | 100%           | 56,753            | 87%        | 54,098           | 54,603  |
| 293                       | 281           | 104%           | 297               | 99%        | Utilities - Electric       | 2,867         | 2,077         | 138%           | 2,274             | 126%       | 2,402            | 3,156   |
| 1,816                     | 1,638         | 111%           | 1,543             | 118%       | Utilities - Other          | 17,324        | 18,591        | 93%            | 14,807            | 117%       | 19,965           | 18,660  |
| 92                        | 101           | 91%            | 32                | 99%        | Utilities - Telephone/Fax  | 1,026         | 1,019         | 101%           | 792               | 130%       | 1,120            | 1,118   |
| 267                       | 209           | 128%           | 191               | 140%       | Utilities - Water          | 2,451         | 2,162         | 113%           | 2,109             | 116%       | 2,532            | 2,640   |
| 0                         | 0             | 0%             | 0                 | 0%         | Education & Training       | 230           | 496           | 46%            | 0                 | 0%         | 496              | 230     |
| 0                         | 0             | 0%             | 0                 | 0%         | Employee Relations         | 145           | 0             | 0%             | 0                 | 0%         | 0                | 145     |
| 29                        | 0             | 0%             | 56                | 52%        | Employee Testing           | 29            | 166           | 17%            | 306               | 9%         | 166              | 29      |
| 0                         | 0             | 0%             | 0                 | 0%         | O/S - Other                | 3,875         | 3,720         | 104%           | 3,620             | 107%       | 3,720            | 5,675   |
| 565                       | 200           | 283%           | 0                 | 0%         | Professional Dues          | 565           | 700           | 81%            | 0                 | 0%         | 700              | 565     |
| 0                         | 300           | 0%             | 300               | 0%         | Travel - Other             | 900           | 3,300         | 27%            | 3,300             | 27%        | 3,600            | 1,200   |
| 24,933                    | 14,915        | 167%           | 14,066            | 177%       | TOTAL OPERATING EXPENSES   | 191,889       | 172,571       | 111%           | 178,244           | 108%       | 192,665          | 206,153 |
| (47,668)                  | (39,002)      | 122%           | 4,617             | -1032%     | EBITDA                     | (4,969)       | 49,720        | -10%           | 172,364           | -3%        | 5,539            | (9,020) |
| (47,668)                  | (39,002)      | 122%           | 4,617             | -1032%     | NET INCOME                 | (4,969)       | 49,720        | -10%           | 172,364           | -3%        | 5,539            | (9,020) |

The Golf Club at Cypress Head  
Carts  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                          | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |         |
|---------------|---------------|----------------|-------------------|------------|--------------------------|---------------|---------------|----------------|-------------------|------------|------------------|---------|
| 0             | 0             | 0%             | 29,283            | 0%         | REVENUES                 | 288,715       | 321,778       | 90%            | 431,184           | 67%        | 321,778          | 314,303 |
| 0             | 0             | 0%             | 29,283            | 0%         | Cart Fee                 | 288,715       | 321,778       | 90%            | 431,184           | 67%        | 321,778          | 314,303 |
| 0             | 0             | 0%             | 29,283            | 0%         | Total Revenues           | 288,715       | 321,778       | 90%            | 431,184           | 67%        | 321,778          | 314,303 |
| 0             | 0             | 0%             | 29,283            | 0%         | GROSS MARGIN             | 288,715       | 321,778       | 90%            | 431,184           | 67%        | 321,778          | 314,303 |
| 0             | 0             | 0%             | 4,164             | 0%         | PAYROLL                  | 34,791        | 35,844        | 97%            | 53,302            | 65%        | 35,844           | 38,280  |
| 0             | 0             | 0%             | 4,164             | 0%         | Gross Payroll - Hourly   | 34,791        | 35,844        | 97%            | 53,302            | 65%        | 35,844           | 38,280  |
| 0             | 0             | 0%             | 322               | 0%         | S/T Wages                | 2,636         | 2,743         | 96%            | 4,073             | 65%        | 2,743            | 2,918   |
| 0             | 0             | 0%             | 189               | 0%         | Payroll Tax - FICA       | 1,532         | 2,189         | 70%            | 2,650             | 58%        | 2,189            | 1,703   |
| 0             | 0             | 0%             | 77                | 0%         | Payroll Tax - UC         | 719           | 736           | 98%            | 1,136             | 63%        | 736              | 789     |
| 0             | 0             | 0%             | 13                | 0%         | Payroll Tax - WC         | 62            | 52            | 120%           | 91                | 69%        | 52               | 68      |
| 0             | 0             | 0%             | 601               | 0%         | Benefits                 | 4,950         | 5,720         | 87%            | 7,950             | 62%        | 5,720            | 5,477   |
| 0             | 0             | 0%             | 4,766             | 0%         | S/T Adders               | 39,741        | 41,564        | 96%            | 61,252            | 65%        | 41,564           | 43,757  |
| 0             | 0             | 0%             | 0                 | 0%         | TOTAL PAYROLL            | 521           | 431           | 121%           | 468               | 111%       | 431              | 521     |
| 0             | 0             | 0%             | 575               | 0%         | OPERATING EXPENSES       | 24,835        | 226           | 10989%         | 2,118             | 1172%      | 226              | 25,606  |
| 6,032         | 6,032         | 100%           | 6,032             | 100%       | Cart Supplies            | 66,354        | 66,352        | 100%           | 66,354            | 100%       | 72,384           | 72,386  |
| 586           | 100           | 586%           | 848               | 69%        | Cart Repairs             | 9,925         | 6,434         | 154%           | 9,825             | 101%       | 6,534            | 10,654  |
| 6,618         | 6,132         | 108%           | 7,455             | 89%        | Cart Lease               | 101,636       | 73,443        | 138%           | 78,766            | 129%       | 79,575           | 109,167 |
| (6,618)       | (6,132)       | 108%           | 17,062            | -39%       | Utilities - Electric     | 147,338       | 206,771       | 71%            | 291,166           | 51%        | 200,639          | 161,378 |
| (6,618)       | (6,132)       | 108%           | 17,062            | -39%       | TOTAL OPERATING EXPENSES | 147,338       | 206,771       | 71%            | 291,166           | 51%        | 200,639          | 161,378 |
|               |               |                |                   |            | EBITDA                   |               |               |                |                   |            |                  |         |
|               |               |                |                   |            | NET INCOME               |               |               |                |                   |            |                  |         |

The Golf Club at Cypress Head  
Range  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                            | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |        |
|---------------|---------------|----------------|-------------------|------------|----------------------------|---------------|---------------|----------------|-------------------|------------|------------------|--------|
| 0             | 2,250         | 0%             | 2,466             | 0%         | REVENUES                   |               |               |                |                   |            |                  |        |
| 0             | 2,250         | 0%             | 2,466             | 0%         | Range                      | 16,885        | 36,365        | 46%            | 33,753            | 50%        | 38,615           | 18,418 |
| 0             | 2,250         | 0%             | 2,466             | 0%         | Total Revenues             | 16,885        | 36,365        | 46%            | 33,753            | 50%        | 38,615           | 18,418 |
| 0             | 2,250         | 0%             | 2,466             | 0%         | GROSS MARGIN               | 16,885        | 36,365        | 46%            | 33,753            | 50%        | 38,615           | 18,418 |
| 0             | 5,000         | 0%             | 0                 | 0%         | OPERATING EXPENSES         |               |               |                |                   |            |                  |        |
| 0             | 0             | 0%             | 0                 | 0%         | Range Balls                | 3,675         | 8,970         | 41%            | 2,970             | 124%       | 8,970            | 3,675  |
| 0             | 0             | 0%             | 0                 | 0%         | Range Equipment            | 173           | 0             | 0%             | 0                 | 0%         | 0                | 173    |
| 0             | 0             | 0%             | 338               | 0%         | Range Expenses             | 463           | 411           | 113%           | 1,206             | 38%        | 411              | 463    |
| 0             | 0             | 0%             | 0                 | 0%         | Repair & Maint - Equipment | 1,103         | 580           | 190%           | 1,034             | 107%       | 580              | 1,103  |
| 0             | 5,000         | 0%             | 338               | 0%         | TOTAL OPERATING EXPENSES   | 5,414         | 9,961         | 54%            | 5,209             | 104%       | 9,961            | 5,414  |
| 0             | (2,750)       | 0%             | 2,128             | 0%         | EBITDA                     | 11,471        | 26,404        | 43%            | 28,544            | 40%        | 28,654           | 13,005 |
| 0             | (2,750)       | 0%             | 2,128             | 0%         | NET INCOME                 | 11,471        | 26,404        | 43%            | 28,544            | 40%        | 28,654           | 13,005 |

The Golf Club at Cypress Head  
F & B Cafe  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                  | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|--------------------|---------------|----------------|-------------------|------------|----------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
| REVENUES           |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 11,690            | 0%         | Food & Beverage                  | 104,050       | 110,318       | 94%            | 156,474           | 66%        | 110,318          | 112,760  |
| 0                  | 0             | 0%             | 6,245             | 0%         | Beer                             | 44,563        | 47,048        | 95%            | 71,353            | 62%        | 47,048           | 48,764   |
| 0                  | 0             | 0%             | 2,501             | 0%         | Liquor                           | 26,928        | 28,483        | 95%            | 36,146            | 74%        | 28,483           | 28,610   |
| 0                  | 0             | 0%             | 388               | 0%         | Wine                             | 6,826         | 6,549         | 104%           | 7,567             | 90%        | 6,549            | 7,067    |
| 0                  | 0             | 0%             | 141               | 0%         | F&B Other                        | 600           | 0             | 0%             | 1,374             | 44%        | 0                | 600      |
| 0                  | 0             | 0%             | 20,965            | 0%         | Total Revenues                   | 182,967       | 192,398       | 95%            | 272,914           | 67%        | 192,398          | 197,800  |
| COST OF GOODS SOLD |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 4,023             | 0%         | COGS - Food & Beverage           | 47,068        | 44,127        | 107%           | 70,644            | 67%        | 44,127           | 51,574   |
| 0                  | 0             | 0%             | 1,703             | 0%         | COGS - Beer                      | 16,879        | 17,408        | 97%            | 25,271            | 67%        | 17,408           | 18,944   |
| 0                  | 0             | 0%             | 437               | 0%         | COGS - Liquor                    | 5,659         | 6,266         | 90%            | 6,187             | 91%        | 6,266            | 6,231    |
| 0                  | 0             | 0%             | 154               | 0%         | COGS - Wine                      | 2,986         | 1,573         | 190%           | 3,245             | 92%        | 1,573            | 3,014    |
| 0                  | 0             | 0%             | 6,316             | 0%         | Total COGS                       | 72,592        | 69,374        | 105%           | 105,347           | 69%        | 69,374           | 79,764   |
| 0                  | 0             | 0%             | 14,649            | 0%         | GROSS MARGIN                     | 110,375       | 123,024       | 90%            | 167,567           | 66%        | 123,024          | 118,037  |
| 0.00%              | 0.00%         | 0.00%          | 34.41%            | 0.00%      | COGS - Food & Beverage %         | 45.24%        | 40.00%        | 113.09%        | 45.15%            | 100.20%    | 40.00%           | 373.94%  |
| 0.00%              | 0.00%         | 0.00%          | 27.27%            | 0.00%      | COGS - Beer %                    | 37.88%        | 37.00%        | 102.37%        | 35.42%            | 106.94%    | 37.00%           | 316.49%  |
| 0.00%              | 0.00%         | 0.00%          | 17.47%            | 0.00%      | COGS - Liquor %                  | 21.01%        | 22.00%        | 95.53%         | 17.12%            | 122.77%    | 22.00%           | 181.22%  |
| 0.00%              | 0.00%         | 0.00%          | 39.64%            | 0.00%      | COGS - Wine %                    | 43.74%        | 24.02%        | 182.12%        | 42.88%            | 102.02%    | 24.02%           | 282.69%  |
| 0.00%              | 0.00%         | 0.00%          | 30.33%            | 0.00%      | COGS - All Food & Bev            | 39.81%        | 36.06%        | 110.39%        | 38.80%            | 102.60%    | 36.06%           | 8407.76% |
| PAYROLL            |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 3,153             | 0%         | Gross Kitchen Payroll - Salaried | 24,498        | 26,250        | 93%            | 39,707            | 62%        | 26,250           | 24,387   |
| 0                  | 0             | 0%             | 6,562             | 0%         | Gross Kitchen Payroll - Hourly   | 51,389        | 44,397        | 116%           | 69,271            | 74%        | 44,397           | 56,635   |
| 0                  | 0             | 0%             | 9,715             | 0%         | S/T Wages                        | 75,887        | 70,647        | 107%           | 108,978           | 70%        | 70,647           | 81,021   |
| 0                  | 0             | 0%             | 835               | 0%         | Payroll Tax - FICA               | 6,459         | 5,406         | 119%           | 9,154             | 71%        | 5,406            | 6,937    |
| 0                  | 0             | 0%             | 330               | 0%         | Payroll Tax - UC                 | 3,142         | 3,047         | 103%           | 3,966             | 79%        | 3,047            | 3,302    |
| 0                  | 0             | 0%             | 185               | 0%         | Payroll Tax - WC                 | 2,039         | 1,449         | 141%           | 2,349             | 87%        | 1,449            | 2,169    |
| 0                  | 0             | 0%             | 500               | 0%         | Benefits                         | 6,719         | 8,578         | 78%            | 12,091            | 56%        | 8,578            | 7,092    |
| 0                  | 0             | 0%             | 1,850             | 0%         | S/T Adders                       | 18,358        | 18,480        | 99%            | 27,559            | 67%        | 18,480           | 19,501   |
| 0                  | 0             | 0%             | 11,564            | 0%         | TOTAL PAYROLL                    | 94,245        | 89,127        | 106%           | 136,537           | 69%        | 89,127           | 100,522  |
| OPERATING EXPENSES |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 108               | 0%         | Bar Supplies                     | 2,165         | 2,425         | 89%            | 4,450             | 49%        | 2,425            | 2,327    |
| 0                  | 0             | 0%             | 0                 | 0%         | Dining Room Supplies             | 92            | 1,494         | 6%             | 1,626             | 6%         | 1,494            | 209      |
| 0                  | 0             | 0%             | 413               | 0%         | Kitchen Supplies                 | 3,816         | 2,098         | 182%           | 3,507             | 109%       | 2,098            | 3,888    |
| 0                  | 0             | 0%             | 477               | 0%         | Laundry/Linens                   | 3,772         | 3,440         | 110%           | 5,708             | 66%        | 3,440            | 3,921    |
| 0                  | 0             | 0%             | 0                 | 0%         | Office Supplies                  | 57            | 0             | 0%             | 20                | 284%       | 0                | 57       |
| 0                  | 0             | 0%             | 0                 | 0%         | Repair & Maint - Equipment       | 4,898         | 1,802         | 272%           | 3,711             | 132%       | 1,802            | 4,898    |
| 0                  | 0             | 0%             | 125               | 0%         | Equipment Lease                  | 851           | 1,000         | 85%            | 1,375             | 62%        | 1,000            | 976      |
| 0                  | 0             | 0%             | 727               | 0%         | Utilities - Gas                  | 6,026         | 5,445         | 111%           | 9,733             | 62%        | 5,445            | 6,641    |
| 0                  | 0             | 0%             | 0                 | 0%         | Tax/Licenses/Fees                | 2,343         | 0             | 0%             | 923               | 254%       | 0                | 2,343    |
| 0                  | 0             | 0%             | 144               | 0%         | Theft Loss                       | 5,711         | 2,140         | 267%           | 3,803             | 150%       | 2,140            | 5,711    |
| 0                  | 0             | 0%             | 1,994             | 0%         | TOTAL OPERATING EXPENSES         | 29,730        | 19,844        | 150%           | 34,857            | 85%        | 19,844           | 30,971   |
| 0                  | 0             | 0%             | 1,090             | 0%         | EBITDA                           | (13,600)      | 14,053        | -97%           | (3,828)           | 355%       | 14,053           | (13,456) |
| 0                  | 0             | 0%             | 1,090             | 0%         | NET INCOME                       | (13,600)      | 14,053        | -97%           | (3,828)           | 355%       | 14,053           | (13,456) |



The Golf Club at Cypress Head  
Golf Shop  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                           | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|--------------------|---------------|----------------|-------------------|------------|---------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
| REVENUES           |               |                |                   |            |                           |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 0                 | 0%         | Merchandise               | 0             | 0             | 0%             | 193               | 0%         | 0                | 0        |
| 0                  | 0             | 0%             | 0                 | 0%         | Handicap Fee              | 4,392         | 4,747         | 93%            | 4,714             | 93%        | 4,747            | 4,412    |
| 0                  | 0             | 0%             | 20                | 0%         | Lessons                   | 407           | 878           | 46%            | 1,362             | 30%        | 878              | 472      |
| 367                | 0             | 0%             | 0                 | 0%         | Other Pro Shop Revenue    | 2,943         | 0             | 0%             | 0                 | 0%         | 0                | 2,943    |
| 0                  | 0             | 0%             | 88                | 0%         | Rental Clubs              | 1,856         | 1,487         | 125%           | 2,220             | 84%        | 1,487            | 1,921    |
| 51                 | 750           | 7%             | 7,137             | 1%         | Retail                    | 53,568        | 47,472        | 113%           | 68,212            | 79%        | 48,222           | 57,436   |
| 418                | 750           | 56%            | 7,246             | 6%         | Total Revenues            | 63,166        | 54,584        | 116%           | 76,701            | 82%        | 55,334           | 67,183   |
| COST OF GOODS SOLD |               |                |                   |            |                           |               |               |                |                   |            |                  |          |
| 137                | 525           | 26%            | 5,891             | 2%         | COGS - Merchandise        | 44,352        | 33,261        | 133%           | 49,242            | 90%        | 33,786           | 44,385   |
| 137                | 525           | 26%            | 5,891             | 2%         | Total COGS                | 44,352        | 33,261        | 133%           | 49,242            | 90%        | 33,786           | 44,385   |
| 281                | 225           | 125%           | 1,355             | 21%        | GROSS MARGIN              | 18,814        | 21,323        | 88%            | 27,459            | 69%        | 21,548           | 22,799   |
| 270.81%            | 70.00%        | 386.87%        | 82.54%            | 328.12%    | COGS - Merchandise %      | 82.79%        | 70.06%        | 118.17%        | 71.99%            | 115.02%    | 70.06%           | 1132.25% |
| PAYROLL            |               |                |                   |            |                           |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 0                 | 0%         | Gross Payroll - Salaried  | 13,317        | 0             | 0%             | 0                 | 0%         | 0                | 13,317   |
| 0                  | 0             | 0%             | 4,052             | 0%         | Gross Payroll - Hourly    | 13,792        | 23,320        | 59%            | 39,310            | 35%        | 23,320           | 16,729   |
| 0                  | 0             | 0%             | 4,052             | 0%         | S/T Wages                 | 27,109        | 23,320        | 116%           | 39,310            | 69%        | 23,320           | 30,046   |
| 0                  | 0             | 0%             | 298               | 0%         | Payroll Tax - FICA        | 1,980         | 1,784         | 111%           | 3,089             | 64%        | 1,784            | 2,229    |
| 0                  | 0             | 0%             | 91                | 0%         | Payroll Tax - UC          | 679           | 1,185         | 57%            | 1,379             | 49%        | 1,185            | 723      |
| 0                  | 0             | 0%             | 74                | 0%         | Payroll Tax - WC          | 636           | 479           | 133%           | 849               | 75%        | 479              | 701      |
| 0                  | 0             | 0%             | 452               | 0%         | Benefits                  | 3,162         | 2,450         | 129%           | 5,020             | 63%        | 2,450            | 3,614    |
| 0                  | 0             | 0%             | 915               | 0%         | S/T Adders                | 6,457         | 5,898         | 109%           | 10,337            | 62%        | 5,898            | 7,266    |
| 0                  | 0             | 0%             | 4,966             | 0%         | TOTAL PAYROLL             | 33,566        | 29,218        | 115%           | 49,647            | 68%        | 29,218           | 37,312   |
| OPERATING EXPENSES |               |                |                   |            |                           |               |               |                |                   |            |                  |          |
| 0                  | 0             | 0%             | 0                 | 0%         | Office Supplies           | 178           | 128           | 139%           | 180               | 99%        | 128              | 178      |
| 0                  | 0             | 0%             | 0                 | 0%         | Printing                  | 72            | 0             | 0%             | 0                 | 0%         | 0                | 72       |
| 0                  | 0             | 0%             | 0                 | 0%         | Supplies                  | 2,145         | 2,750         | 78%            | 3,126             | 69%        | 2,750            | 2,145    |
| 967                | 0             | 0%             | 0                 | 0%         | Tournament Expense        | 2,547         | 595           | 428%           | 762               | 334%       | 595              | 2,597    |
| 0                  | 0             | 0%             | 156               | 0%         | Handicap Expense          | 4,662         | 4,692         | 99%            | 4,768             | 97%        | 4,692            | 4,662    |
| 0                  | 0             | 0%             | 0                 | 0%         | Lesson Expense            | 319           | 525           | 61%            | 845               | 38%        | 525              | 503      |
| 0                  | 0             | 0%             | 0                 | 0%         | Repair & Maint - Building | 164           | 0             | 0%             | 0                 | 0%         | 0                | 164      |
| 967                | 0             | 0%             | 156               | 620%       | TOTAL OPERATING EXPENSES  | 10,087        | 8,690         | 116%           | 9,701             | 104%       | 8,690            | 10,320   |
| (686)              | 225           | -305%          | (3,768)           | 18%        | EBITDA                    | (24,838)      | (16,585)      | 150%           | (31,889)          | 78%        | (16,360)         | (24,834) |
| (686)              | 225           | -305%          | (3,768)           | 18%        | NET INCOME                | (24,838)      | (16,585)      | 150%           | (31,889)          | 78%        | (16,360)         | (24,834) |

The Golf Club at Cypress Head  
G & A  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                 | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|---------------------------|---------------|----------------|-------------------|------------|---------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| <b>REVENUES</b>           |               |                |                   |            |                                 |               |               |                |                   |            |                  |           |
| 250                       | 0             | 0%             | 0                 | 0%         | Initiation Fees                 | 250           | 0             | 0%             | 250               | 100%       | 0                | 250       |
| 250                       | 0             | 0%             | 0                 | 0%         | Total Revenues                  | 250           | 0             | 0%             | 250               | 100%       | 0                | 250       |
| 250                       | 0             | 0%             | 0                 | 0%         | <b>GROSS MARGIN</b>             | 250           | 0             | 0%             | 250               | 100%       | 0                | 250       |
| <b>PAYROLL</b>            |               |                |                   |            |                                 |               |               |                |                   |            |                  |           |
| 7,697                     | 7,751         | 99%            | 7,500             | 103%       | Gross Payroll - Salaried        | 84,137        | 85,261        | 99%            | 84,171            | 100%       | 93,012           | 91,116    |
| 0                         | 0             | 0%             | 0                 | 0%         | Gross Payroll - Hourly          | 4,461         | 0             | 0%             | 0                 | 0%         | 0                | 4,461     |
| 7,697                     | 7,751         | 99%            | 7,500             | 103%       | S/T Wages                       | 88,598        | 85,261        | 104%           | 84,171            | 105%       | 93,012           | 95,577    |
| 653                       | 593           | 110%           | 643               | 101%       | Payroll Tax - FICA              | 7,572         | 6,523         | 116%           | 6,540             | 116%       | 7,116            | 8,184     |
| 0                         | 25            | 0%             | 0                 | 0%         | Payroll Tax - UC                | 921           | 1,066         | 86%            | 742               | 124%       | 1,091            | 921       |
| 184                       | 167           | 110%           | 172               | 107%       | Payroll Tax - WC                | 2,458         | 1,782         | 138%           | 1,936             | 127%       | 1,949            | 2,543     |
| 1,515                     | 1,931         | 78%            | 1,773             | 85%        | Benefits                        | 16,414        | 20,401        | 80%            | 18,110            | 91%        | 22,332           | 18,203    |
| 2,351                     | 2,716         | 87%            | 2,589             | 91%        | S/T Adders                      | 27,365        | 29,772        | 92%            | 27,328            | 100%       | 32,488           | 29,851    |
| 10,048                    | 10,467        | 96%            | 10,089            | 100%       | <b>TOTAL PAYROLL</b>            | 115,963       | 115,033       | 101%           | 111,499           | 104%       | 125,500          | 125,428   |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                                 |               |               |                |                   |            |                  |           |
| 0                         | 0             | 0%             | 545               | 0%         | Janitorial Supplies             | 4,278         | 5,410         | 79%            | 7,175             | 60%        | 5,410            | 4,524     |
| 0                         | 0             | 0%             | 32                | 0%         | Laundry/Uniforms                | 2,038         | 2,518         | 81%            | 2,326             | 88%        | 2,518            | 2,129     |
| 147                       | 50            | 294%           | 453               | 32%        | Office Supplies                 | 2,247         | 2,968         | 76%            | 3,628             | 62%        | 3,018            | 2,706     |
| 91                        | 90            | 101%           | 141               | 64%        | Alarm System                    | 1,428         | 1,148         | 124%           | 1,863             | 77%        | 1,238            | 1,518     |
| 0                         | 0             | 0%             | 0                 | 0%         | Carpet Cleaning                 | 300           | 0             | 0%             | 550               | 55%        | 0                | 640       |
| 110                       | 235           | 47%            | 259               | 42%        | Computer Service                | 2,828         | 2,585         | 109%           | 2,726             | 104%       | 2,820            | 3,087     |
| 130                       | 0             | 0%             | 549               | 24%        | Contract Cleaning               | 4,129         | 3,843         | 107%           | 6,039             | 68%        | 3,843            | 4,678     |
| 0                         | 0             | 0%             | 115               | 0%         | Pest Control                    | 920           | 855           | 108%           | 1,475             | 62%        | 1,140            | 1,035     |
| 0                         | 0             | 0%             | 0                 | 0%         | Repair & Maint - Equipment      | 999           | 669           | 149%           | 747               | 134%       | 669              | 999       |
| 1,950                     | 0             | 0%             | 0                 | 0%         | Repair & Maint - Building       | 2,140         | 6,391         | 33%            | 6,242             | 34%        | 6,391            | 2,140     |
| 0                         | 0             | 0%             | 0                 | 0%         | Repair & Maint - Other          | 907           | 0             | 0%             | 0                 | 0%         | 0                | 907       |
| 157                       | 157           | 100%           | 157               | 100%       | Off-Site Storage                | 1,904         | 1,727         | 110%           | 1,600             | 119%       | 1,884            | 2,061     |
| 1,144                     | 1,000         | 114%           | 2,365             | 48%        | Utilities - Other               | 19,111        | 15,815        | 121%           | 22,733            | 84%        | 16,815           | 21,361    |
| 100                       | 100           | 100%           | 150               | 67%        | Utilities - Telephone/Fax       | 1,597         | 1,595         | 100%           | 1,564             | 102%       | 1,696            | 1,747     |
| 16                        | 198           | 8%             | 42                | 38%        | Bank Charges                    | 702           | 2,250         | 31%            | 537               | 131%       | 2,440            | 728       |
| 19                        | 0             | 0%             | 9                 | 221%       | Cash Short/(Over)               | (23)          | 0             | 0%             | 545               | -4%        | 0                | (433)     |
| 125                       | 175           | 71%            | 175               | 71%        | Cell Phone                      | 1,475         | 1,875         | 79%            | 1,750             | 84%        | 2,050            | 1,650     |
| 0                         | 0             | 0%             | 2,644             | 0%         | City Surcharge R & R            | 24,901        | 28,192        | 88%            | 36,036            | 69%        | 28,192           | 26,940    |
| 0                         | 35            | 0%             | 92                | 0%         | Copier/Photocopies              | 955           | 291           | 328%           | 714               | 134%       | 326              | 955       |
| 56                        | 75            | 74%            | 1,959             | 3%         | Credit Card Discounts           | 21,182        | 16,784        | 126%           | 24,887            | 85%        | 16,859           | 22,864    |
| 0                         | 0             | 0%             | 0                 | 0%         | Donations                       | 1,444         | 0             | 0%             | 0                 | 0%         | 0                | 1,444     |
| 0                         | 0             | 0%             | 100               | 0%         | Dues & Subscriptions            | 1,083         | 571           | 190%           | 666               | 163%       | 611              | 1,083     |
| 0                         | 0             | 0%             | 0                 | 0%         | Education & Training            | 305           | 0             | 0%             | 0                 | 0%         | 0                | 305       |
| 0                         | 0             | 0%             | 221               | 0%         | Employee Relations              | 1,339         | 2,262         | 59%            | 3,093             | 43%        | 2,262            | 1,351     |
| 3,796                     | 3,733         | 102%           | 3,665             | 104%       | Insurance Expense               | 42,276        | 40,291        | 105%           | 38,739            | 109%       | 44,024           | 45,941    |
| 0                         | 0             | 0%             | 253               | 0%         | Member Relations                | 283           | 442           | 64%            | 725               | 39%        | 442              | 283       |
| 0                         | 0             | 0%             | 0                 | 0%         | Messenger Service - Fedex       | 315           | 249           | 126%           | 300               | 105%       | 249              | 384       |
| 0                         | 0             | 0%             | 0                 | 0%         | O/S - Accounting                | 12,000        | 13,800        | 87%            | 13,200            | 91%        | 13,800           | 12,000    |
| 0                         | 0             | 0%             | 0                 | 0%         | O/S - Legal                     | 2,648         | 150           | 1766%          | 150               | 1766%      | 150              | 2,728     |
| 0                         | 0             | 0%             | 0                 | 0%         | O/S - Other                     | 77            | 556           | 14%            | 584               | 13%        | 556              | 77        |
| 152                       | 131           | 116%           | 233               | 65%        | Payroll Processing Fee          | 3,719         | 2,600         | 143%           | 2,860             | 130%       | 2,722            | 4,056     |
| 0                         | 65            | 0%             | 10                | 0%         | Postage/Shipping                | 269           | 598           | 45%            | 480               | 56%        | 663              | 423       |
| 0                         | 38            | 0%             | (30)              | 0%         | Tax/Licenses/Fees               | (486)         | 38            | -1280%         | (255)             | 191%       | 83               | (358)     |
| 0                         | 0             | 0%             | 0                 | 0%         | Travel - Meals                  | 54            | 0             | 0%             | 0                 | 0%         | 54               | 0         |
| 2,701                     | 1,368         | 197%           | 443               | 610%       | Travel - Other                  | 12,575        | 5,870         | 214%           | 4,819             | 261%       | 6,288            | 12,677    |
| 0                         | 0             | 0%             | 0                 | 0%         | Employee Meals                  | 1,395         | 0             | 0%             | 0                 | 0%         | 0                | 1,395     |
| 10,693                    | 7,450         | 144%           | 14,580            | 73%        | <b>TOTAL OPERATING EXPENSES</b> | 173,312       | 162,343       | 107%           | 188,497           | 92%        | 169,159          | 186,078   |
| (20,491)                  | (17,917)      | 114%           | (24,669)          | 83%        | <b>EBITDA</b>                   | (289,025)     | (277,376)     | 104%           | (299,746)         | 96%        | (294,659)        | (311,256) |
| 3,685                     | 7,370         | 50%            | 7,225             | 51%        | Management Fee                  | 66,226        | 58,960        | 112%           | 79,475            | 83%        | 66,330           | 73,451    |
| 3,685                     | 7,370         | 50%            | 7,225             | 51%        | Management Fees                 | 66,226        | 58,960        | 112%           | 79,475            | 83%        | 66,330           | 73,451    |
| 0                         | 0             | 0%             | 154               | 0%         | Deprec - Office F&E             | 0             | 1,078         | 0%             | 1,694             | 0%         | 1,078            | (1,111)   |
| 98                        | 0             | 0%             | 98                | 100%       | Deprec - Mach & Equip           | 1,073         | 753           | 142%           | 1,073             | 100%       | 745              | 745       |
| 283                       | 0             | 0%             | 283               | 100%       | Deprec - Buildings              | 3,118         | 1,984         | 157%           | 3,118             | 100%       | 1,984            | 1,819     |
| 381                       | 0             | 0%             | 535               | 71%        | S/T DEPR. & AMORT               | 4,191         | 3,815         | 110%           | 5,885             | 71%        | 3,815            | 1,453     |
| (24,557)                  | (25,287)      | 97%            | (32,429)          | 76%        | <b>NET INCOME</b>               | (359,442)     | (340,151)     | 106%           | (385,105)         | 93%        | (364,804)        | (386,159) |

The Golf Club at Cypress Head  
Marketing  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                          | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|---------------|---------------|----------------|-------------------|------------|--------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
|               |               |                |                   |            | PAYROLL                  |               |               |                |                   |            |                  |          |
| 3,127         | 3,060         | 102%           | 3,242             | 96%        | Gross Payroll - Salaried | 33,825        | 31,920        | 106%           | 36,683            | 92%        | 34,980           | 35,894   |
| 3,127         | 3,060         | 102%           | 3,242             | 96%        | S/T Wages                | 33,825        | 31,920        | 106%           | 36,683            | 92%        | 34,980           | 35,894   |
| 224           | 234           | 96%            | 237               | 95%        | Payroll Tax - FICA       | 2,708         | 2,159         | 125%           | 2,725             | 99%        | 2,393            | 2,906    |
| 0             | 0             | 0%             | 0                 | 0%         | Payroll Tax - UC         | 339           | 609           | 56%            | 389               | 87%        | 609              | 339      |
| 59            | 73            | 80%            | 60                | 98%        | Payroll Tax - WC         | 872           | 600           | 145%           | 750               | 116%       | 673              | 934      |
| 381           | 375           | 102%           | 409               | 93%        | Benefits                 | 4,031         | 3,010         | 134%           | 3,987             | 101%       | 3,385            | 4,444    |
| 664           | 682           | 97%            | 706               | 94%        | S/T Adders               | 7,951         | 6,378         | 125%           | 7,851             | 101%       | 7,060            | 8,624    |
| 3,791         | 3,742         | 101%           | 3,948             | 96%        | TOTAL PAYROLL            | 41,776        | 38,298        | 109%           | 44,534            | 94%        | 42,040           | 44,518   |
|               |               |                |                   |            | OPERATING EXPENSES       |               |               |                |                   |            |                  |          |
| 200           | 7,500         | 3%             | 274               | 73%        | Advertising & Promotion  | 18,838        | 22,119        | 85%            | 18,121            | 104%       | 32,119           | 19,707   |
| 0             | 0             | 0%             | 0                 | 0%         | Miscellaneous            | 41            | 0             | 0%             | 0                 | 0%         | 0                | 41       |
| 0             | 0             | 0%             | 0                 | 0%         | Travel - Other           | 193           | 0             | 0%             | 0                 | 0%         | 0                | 193      |
| 0             | 0             | 0%             | 0                 | 0%         | Website Expenses         | 2,100         | 2,100         | 100%           | 2,100             | 100%       | 2,100            | 2,100    |
| 200           | 7,500         | 3%             | 274               | 73%        | TOTAL OPERATING EXPENSES | 21,171        | 24,219        | 87%            | 20,221            | 105%       | 34,219           | 22,040   |
| (3,991)       | (11,242)      | 36%            | (4,222)           | 95%        | EBITDA                   | (62,947)      | (62,517)      | 101%           | (64,755)          | 97%        | (76,259)         | (66,558) |
| (3,991)       | (11,242)      | 36%            | (4,222)           | 95%        | NET INCOME               | (62,947)      | (62,517)      | 101%           | (64,755)          | 97%        | (76,259)         | (66,558) |

The Golf Club at Cypress Head  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                              | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|--------------------|---------------|----------------|-------------------|------------|------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| REVENUES           |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 349                | 0             | 0%             | 66,983            | 1%         | Green Fees & Cart Fees       | 714,691       | 782,295       | 91%            | 994,002           | 72%        | 782,295          | 771,748   |
| 51                 | 750           | 7%             | 7,137             | 1%         | Merchandise                  | 53,568        | 47,472        | 113%           | 68,405            | 78%        | 48,222           | 57,436    |
| 367                | 0             | 0%             | 1,108             | 339%       | Other Pro Shop               | 9,598         | 7,112         | 135%           | 8,296             | 116%       | 7,112            | 9,748     |
| 0                  | 2,250         | 0%             | 2,466             | 0%         | Range                        | 16,885        | 36,365        | 46%            | 33,753            | 50%        | 36,615           | 18,418    |
| 0                  | 0             | 0%             | 20,965            | 0%         | Food and Beverage            | 182,967       | 192,398       | 95%            | 272,914           | 67%        | 192,398          | 197,800   |
| 250                | 0             | 0%             | 0                 | 0%         | Membership Initiation Fees   | 250           | 0             | 0%             | 250               | 100%       | 0                | 250       |
| 0                  | 0             | 0%             | 2,644             | 0%         | Other Operating Revenues     | 24,901        | 28,192        | 88%            | 36,036            | 69%        | 28,192           | 26,940    |
| 1,017              | 3,000         | 34%            | 100,303           | 1%         | TOTAL REVENUE                | 1,002,860     | 1,093,834     | 92%            | 1,413,656         | 71%        | 1,096,834        | 1,082,340 |
| COST OF SALES      |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 137                | 525           | 26%            | 5,891             | 2%         | Merchandise                  | 44,352        | 33,261        | 133%           | 49,242            | 90%        | 33,786           | 44,385    |
| 0                  | 0             | 0%             | 6,316             | 0%         | Food & Beverage              | 72,592        | 69,374        | 105%           | 105,347           | 69%        | 69,374           | 79,764    |
| 137                | 525           | 26%            | 12,207            | 1%         | TOTAL COGS                   | 116,943       | 102,635       | 114%           | 154,589           | 76%        | 103,160          | 124,148   |
| 270.8%             | 70.0%         | 386.9%         | 82.5%             | 328.1%     | COGS - Merchandise %         | 82.8%         | 70.1%         | 118.2%         | 72.0%             | 115.0%     | 70.1%            | 1132.2%   |
| 0.0%               | 0.0%          | 0.0%           | 30.3%             | 0.0%       | COGS - Food %                | 39.8%         | 36.1%         | 110.4%         | 38.8%             | 102.6%     | 36.1%            | 8407.8%   |
| PAYROLL            |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 23,084             | 24,087        | 96%            | 21,661            | 107%       | Course and Grounds           | 263,957       | 266,418       | 99%            | 248,247           | 106%       | 290,505          | 287,252   |
| 0                  | 0             | 0%             | 4,786             | 0%         | Carts, Range, Starters, Etc. | 39,741        | 41,564        | 96%            | 61,252            | 65%        | 41,564           | 43,757    |
| 0                  | 0             | 0%             | 4,966             | 0%         | Pro Shop                     | 33,566        | 29,218        | 115%           | 49,647            | 68%        | 29,218           | 37,312    |
| 0                  | 0             | 0%             | 11,564            | 0%         | Food and Beverage            | 94,245        | 89,127        | 106%           | 136,537           | 69%        | 89,127           | 100,522   |
| 10,048             | 10,467        | 96%            | 10,089            | 100%       | General and Administrative   | 115,963       | 115,033       | 101%           | 111,499           | 104%       | 125,500          | 125,428   |
| 3,791              | 3,742         | 101%           | 3,948             | 96%        | Marketing                    | 41,776        | 38,298        | 109%           | 44,534            | 94%        | 42,040           | 44,518    |
| 36,923             | 38,296        | 96%            | 56,995            | 65%        | TOTAL PAYROLL                | 589,247       | 579,658       | 102%           | 651,717           | 90%        | 617,954          | 638,789   |
| OPERATING EXPENSES |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 24,933             | 14,915        | 167%           | 14,066            | 177%       | Course and Grounds           | 191,889       | 172,571       | 111%           | 178,244           | 108%       | 192,665          | 206,153   |
| 6,618              | 11,132        | 59%            | 7,793             | 85%        | Carts, Range, Starters, Etc. | 107,050       | 83,404        | 128%           | 83,975            | 127%       | 89,536           | 114,581   |
| 967                | 0             | 0%             | 156               | 620%       | Pro Shop                     | 10,087        | 8,690         | 116%           | 9,701             | 104%       | 8,690            | 10,320    |
| 0                  | 0             | 0%             | 1,994             | 0%         | Food and Beverage            | 29,730        | 19,844        | 150%           | 34,857            | 85%        | 19,844           | 30,971    |
| 10,693             | 7,450         | 144%           | 14,580            | 73%        | General and Administrative   | 173,312       | 162,343       | 107%           | 188,497           | 92%        | 169,159          | 186,078   |
| 200                | 7,500         | 3%             | 274               | 73%        | Marketing                    | 21,171        | 24,219        | 87%            | 20,221            | 105%       | 34,219           | 22,040    |
| 43,412             | 40,997        | 106%           | 38,863            | 112%       | TOTAL OPERATING EXPENSES     | 533,238       | 471,071       | 113%           | 515,494           | 103%       | 514,113          | 570,143   |
| 80,472             | 79,818        | 101%           | 108,065           | 74%        | TOTAL EXPENSES               | 1,239,429     | 1,153,364     | 107%           | 1,321,800         | 94%        | 1,235,227        | 1,333,081 |
| (79,455)           | (76,818)      | 103%           | (7,762)           | 1024%      | EBITDA                       | (236,569)     | (59,530)      | 397%           | 91,856            | -258%      | (138,393)        | (250,741) |

The Golf Club at Cypress Head  
For the Eleven Months Ending August 31, 2015

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                              | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|---------------|---------------|----------------|-------------------|------------|------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| (79,455)      | (76,818)      | 103%           | (7,762)           | 1024%      | EBITDA                       | (236,569)     | (59,530)      | 397%           | 91,856            | -258%      | (138,393)        | (250,741) |
| (3,685)       | (7,370)       | 50%            | (7,225)           | 51%        | MANAGEMENT FEES              | (66,226)      | (58,960)      | 112%           | (79,475)          | 83%        | (66,330)         | (73,451)  |
| (381)         | 0             | 0%             | (535)             | 71%        | OTHER INCOME (EXPENSE)       | (4,191)       | (3,815)       | 110%           | (5,885)           | 71%        | (3,815)          | (1,453)   |
| (381)         | 0             | 0%             | (535)             | 71%        | Depreciation & Amortization  | (4,191)       | (3,815)       | 110%           | (5,885)           | 71%        | (3,815)          | (1,453)   |
| (83,521)      | (84,188)      | 99%            | (15,522)          | 538%       | TOTAL OTHER INCOME (EXPENSE) | (306,986)     | (122,305)     | 251%           | 6,497             | -4725%     | (208,538)        | (325,645) |
|               |               |                |                   |            | NET INCOME                   |               |               |                |                   |            |                  |           |
| 0             | 0             | 0%             | 2,988             | 0%         | Paid Rounds                  | 25,909        | 27,380        | 95%            | 37,151            | 70%        | 27,380           | 28,315    |
| 0             | 0             | 0%             | 304               | 0%         | Annual Pass Rounds           | 2,970         | 3,233         | 92%            | 4,634             | 64%        | 3,233            | 3,238     |
| 0             | 0             | 0%             | 272               | 0%         | Other Rounds                 | 1,772         | 2,007         | 88%            | 3,054             | 58%        | 2,007            | 1,928     |
| 0             | 0             | 0%             | 3,564             | 0%         | Total Rounds                 | 30,651        | 32,620        | 94%            | 44,839            | 68%        | 32,620           | 33,481    |
| 0             | 0             | 0%             | 34                | 0%         | Revenue/Paid Rounds          | 39            | 40            | 97%            | 38                | 102%       | 40               | 301       |
| 0             | 0             | 0%             | 28                | 0%         | Revenue/Total Rounds         | 33            | 34            | 98%            | 32                | 104%       | 34               | 254       |

**The Golf Club at Cypress Head**  
**For the Eleven Months Ending August 31, 2015**

|                                            | <u>08/31/15</u>      | <u>09/30/14</u>       | <u>08/31/14</u>       |
|--------------------------------------------|----------------------|-----------------------|-----------------------|
| <b>ASSETS</b>                              |                      |                       |                       |
| <b>CURRENT ASSETS:</b>                     |                      |                       |                       |
| Cash                                       |                      |                       |                       |
| Cash - Operating                           | 25,372               | 74,353                | 82,957                |
| Cash - Manual Checks                       | 750                  | 500                   | 500                   |
| Cash - Housebank & Other                   | <u>503</u>           | <u>(174)</u>          | <u>(2,708)</u>        |
| Total Cash                                 | <u>26,626</u>        | <u>74,679</u>         | <u>80,749</u>         |
| Accounts Receivable                        |                      |                       |                       |
| A/R Member                                 | <u>2,169</u>         | <u>43,719</u>         | <u>2,815</u>          |
| Total Accounts Receivable                  | <u>2,169</u>         | <u>43,719</u>         | <u>2,815</u>          |
| Other Current Assets                       |                      |                       |                       |
| Inventory - Merchandise                    | 12,218               | 44,295                | 37,785                |
| Inventory - Food & Beverage                | 4,470                | 11,720                | 13,361                |
| Prepaid Insurance                          | 14,066               | 16,276                | 11,587                |
| Prepaid Exp - Other                        | <u>7,043</u>         | <u>10,280</u>         | <u>10,584</u>         |
| Total Other Current Assets                 | <u>37,797</u>        | <u>82,570</u>         | <u>73,317</u>         |
| <b>TOTAL CURRENT ASSETS</b>                | <u>66,591</u>        | <u>200,969</u>        | <u>156,881</u>        |
| <b>PROPERTY, PLANT AND EQUIPMENT:</b>      |                      |                       |                       |
| Land                                       | 64,835               | 64,835                | 64,835                |
| Furniture and Fixtures                     | 26,625               | 26,625                | 26,625                |
| Machinery & Equipment                      | <u>17,712</u>        | <u>17,712</u>         | <u>17,712</u>         |
| Property Plant and Equipment               | 109,171              | 109,171               | 109,171               |
| Accumulated Depreciation                   | <u>(80,899)</u>      | <u>(76,708)</u>       | <u>(79,446)</u>       |
| <b>TOTAL PROPERTY, PLANT AND EQUIPMENT</b> | <u>28,272</u>        | <u>32,463</u>         | <u>29,725</u>         |
| <b>OTHER ASSETS:</b>                       |                      |                       |                       |
| Deposits (in ST section of chart)          | <u>5,000</u>         | <u>5,000</u>          | <u>5,000</u>          |
| <b>TOTAL OTHER ASSETS</b>                  | <u>5,000</u>         | <u>5,000</u>          | <u>5,000</u>          |
| <b>TOTAL ASSETS</b>                        | <u><u>99,864</u></u> | <u><u>238,432</u></u> | <u><u>191,607</u></u> |

**The Golf Club at Cypress Head**  
**For the Eleven Months Ending August 31, 2015**

|                                                       | <u>08/31/15</u>          | <u>09/30/14</u>           | <u>08/31/14</u>           |
|-------------------------------------------------------|--------------------------|---------------------------|---------------------------|
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>           |                          |                           |                           |
| <b>CURRENT LIABILITIES:</b>                           |                          |                           |                           |
| Accts Pay - Trade                                     | 12,733                   | 21,353                    | 16,121                    |
| Accts Pay - Other                                     | 336,347                  | 29,631                    | 66,499                    |
| Accrued Expenses                                      | 979                      | (1,610)                   | 1,400                     |
| Accrued Payroll                                       | 16,672                   | 21,122                    | 22,663                    |
| Accrued Taxes                                         | 0                        | 9,081                     | 5,454                     |
| Accrued Interest                                      | 0                        | 2,138                     | 0                         |
| Deferred Revenue                                      | 40,119                   | 156,716                   | 72,974                    |
| <b>TOTAL CURRENT LIABILITIES</b>                      | <u>406,850</u>           | <u>238,432</u>            | <u>185,111</u>            |
| <br><b>TOTAL LIABILITIES</b>                          | <br><u>406,850</u>       | <br><u>238,432</u>        | <br><u>185,111</u>        |
| <br><b>STOCKHOLDER'S EQUITY</b>                       |                          |                           |                           |
| Retained Earnings                                     | <u>(306,986)</u>         | <u>0</u>                  | <u>6,496</u>              |
| Net Retained Earnings                                 | <u>(306,986)</u>         | <u>0</u>                  | <u>6,496</u>              |
| Stockholders Equity                                   | <u>(306,986)</u>         | <u>0</u>                  | <u>6,496</u>              |
| <b>TOTAL STOCKHOLDER'S EQUITY</b>                     | <u>(306,986)</u>         | <u>0</u>                  | <u>6,496</u>              |
| <br><b>TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY</b> | <br><u><u>99,864</u></u> | <br><u><u>238,432</u></u> | <br><u><u>191,607</u></u> |



September 14th, 2015

Theresa Gutierrez  
City of Port Orange  
100 City Center Circle  
Port Orange, FL 32129

Dear Theresa,

The following is the financial and operational summary report for August 2015 at TGC at Cypress Head.

| FINANCIAL SUMMARY FOR MONTH ENDING JULY 2015 |                    |                    |                     |      |                     |                     |                     |                     |     |
|----------------------------------------------|--------------------|--------------------|---------------------|------|---------------------|---------------------|---------------------|---------------------|-----|
|                                              | Current            |                    |                     |      | Year to Date        |                     |                     |                     |     |
|                                              | Actual             | Budget             | Variance vs. Budget |      | Actual              | Budget              | Prior Year          | Variance vs. Budget |     |
| <b>Revenue</b>                               |                    |                    |                     |      |                     |                     |                     |                     |     |
| Green Fees                                   | \$ 349             | \$ -               | \$ 349              |      | \$ 425,976          | \$ 460,517          | \$ 562,818          | \$ (34,541)         |     |
| Cart Fees                                    | \$ -               | \$ -               | \$ -                |      | \$ 288,715          | \$ 321,778          | \$ 431,184          | \$ (33,063)         |     |
| Range                                        | \$ -               | \$ 2,250           | \$ (2,250)          |      | \$ 16,885           | \$ 36,365           | \$ 33,753           | \$ (19,480)         |     |
| Pro- Shop Revenues                           | \$ 668             | \$ 750             | \$ (82)             |      | \$ 63,416           | \$ 54,584           | \$ 76,951           | \$ 8,832            |     |
| Food & Beverage                              | \$ -               | \$ -               | \$ -                |      | \$ 182,967          | \$ 192,398          | \$ 272,914          | \$ (9,431)          |     |
| City Surcharge R/R                           | \$ -               | \$ -               | \$ -                |      | \$ 24,901           | \$ 28,192           | \$ 36,036           | \$ (3,291)          |     |
| <b>Total Revenue</b>                         | <b>\$ 1,017</b>    | <b>\$ 3,000</b>    | <b>\$ (1,983)</b>   |      | <b>\$ 1,002,860</b> | <b>\$ 1,093,834</b> | <b>\$ 1,413,656</b> | <b>\$ (90,974)</b>  |     |
| <b>Cost of Sales</b>                         |                    |                    |                     |      |                     |                     |                     |                     |     |
| Merchandise                                  | \$ 137             | \$ 525             | \$ (388)            | 270% | \$ 116,944          | \$ 102,635          | \$ 154,589          | \$ 14,309           | 82% |
| Food and Beverage                            | \$ -               | \$ -               | \$ -                | 0%   | \$ 72,592           | \$ 69,374           | \$ 105,347          | \$ 3,218            | 39% |
| <b>Gross Margin</b>                          | <b>\$ 880</b>      | <b>\$ 2,475</b>    | <b>\$ (1,595)</b>   |      | <b>\$ 885,916</b>   | <b>\$ 991,199</b>   | <b>\$ 1,259,067</b> | <b>\$ (105,283)</b> |     |
| <b>Total Payroll</b>                         | <b>\$ 36,923</b>   | <b>\$ 38,296</b>   | <b>\$ (1,373)</b>   |      | <b>\$ 589,247</b>   | <b>\$ 579,658</b>   | <b>\$ 651,717</b>   | <b>\$ 9,589</b>     |     |
| <b>Total Operating Expenses</b>              | <b>\$ 43,412</b>   | <b>\$ 40,997</b>   | <b>\$ 2,415</b>     |      | <b>\$ 533,238</b>   | <b>\$ 471,071</b>   | <b>\$ 515,494</b>   | <b>\$ 62,167</b>    |     |
| <b>Net Operating Income</b>                  | <b>\$ (79,455)</b> | <b>\$ (76,818)</b> | <b>\$ (2,637)</b>   |      | <b>\$ (236,569)</b> | <b>\$ (59,530)</b>  | <b>\$ 91,856</b>    | <b>\$ (177,039)</b> |     |
| <b>Other Expenses</b>                        |                    |                    |                     |      |                     |                     |                     |                     |     |
| Management Fee                               | \$ 4,066           | \$ 7,370           | \$ (3,304)          |      | \$ 69,344           | \$ 60,944           | \$ 82,593           | \$ 8,400            |     |
| Interest Expense                             | \$ 3,685           | \$ 7,370           | \$ (3,685)          |      | \$ 66,226           | \$ 58,960           | \$ 79,475           | \$ 7,266            |     |
| Depreciation                                 | \$ -               | \$ -               | \$ -                |      | \$ -                | \$ -                | \$ -                | \$ -                |     |
|                                              | \$ 381             | \$ -               | \$ 545              |      | \$ 3,118            | \$ 1,984            | \$ 3,118            | \$ 1,134            |     |
| <b>Net Cash From Ops</b>                     | <b>\$ (83,521)</b> | <b>\$ (84,188)</b> | <b>\$ 667</b>       |      | <b>\$ (305,913)</b> | <b>\$ (120,474)</b> | <b>\$ 9,263</b>     | <b>\$ (185,439)</b> |     |
| <b>Rounds</b>                                |                    |                    |                     |      |                     |                     |                     |                     |     |
| Total Rounds                                 | 0                  | 0                  | 3,564               |      | 30,651              | 32,620              | 37,151              | (1,969)             |     |
| Avg. Green Fee/Cart Fee                      | #DIV/0!            | #DIV/0!            | #DIV/0!             |      | \$23.32             | \$23.98             | \$26.76             | \$ (0.67)           |     |
| Avg. Merchandise/round                       | #DIV/0!            | #DIV/0!            | #DIV/0!             |      | \$2.07              | \$1.67              | \$2.07              | \$ 0.40             |     |
| Avg. F&B/round                               | #DIV/0!            | #DIV/0!            | #DIV/0!             |      | \$5.97              | \$5.90              | \$7.35              | \$ 0.07             |     |





## **Executive Overview**

The month of August has been a very busy and active month. The greens have been growing over two months now and the Jones Bermuda grass has responded well to the hot sunny days and rainy afternoons. Our superintendent and his team have been diligent in following all the protocols required for the fertilization, verti-cutting, top dressing and mowing of the new greens. The tee boxes continue to show excellent growth of the sodded areas as well as the sprigged tees. It is exciting to see the overall project progressing as expected. The maintenance team continues to work on various projects that have been scheduled and prioritized. The course is being evaluated and monitored on a daily basis to address any potential issues.

In regards to the clubhouse area, all areas have been secured and the interior areas of the pro shop have been painted with an updated color scheme to highlight the new and improved Cypress Head Golf Club. The management staff has been very busy answering phones regarding the conditions of the course as well as taking information to book events after our scheduled re-opening in November. We continue reaching out to the local community by attending the Rotary and Chamber of Commerce events to discuss the renovation project with them.

The kitchen and bar area has been secured and the bids for the request for proposals regarding which vendor will be taking over the restaurant were opened. The official notification of the winner will be announced publicly at the first council meeting in September. We are looking forward to working with the new Food & Beverage vendor and our entire team is anxious and excited to assist them in serving our golfers, tournament players and all the local residents of Cypress Head and surrounding communities.

The contractor hired to renovate the dining room began their construction work and started removing all the old windows and clearing the area to build the concrete foundation walls. Tree removal and clearing of the portico areas to prepare for the new roof has also begun.

The cart fleet continues to be monitored and all carts that have mechanical issues have been identified and are currently being addressed. The process to order the new fleet of carts continues to move forward and a new contract has been approved for the delivery of a new fleet during the month of October, prior to the re-opening in November.

The maintenance team continues to work on several projects outlining improvements on the golf course and there is constant communications between myself and representatives from the city of Port Orange regarding any concerns that may arise.

I would like to address the fact that the operating expenses were slightly over the projected soft costs budgeted and this can be explained by evaluating each subject item. Some items were due to timing issues and others were due to necessities required for the golf course. I welcome the opportunity to discuss these costs at the golf board meeting.



Due to the fact that the course was closed for the month of August, there will be no reports for the following:

1. Golf Now metrics for rounds played,
2. The trend report has no numbers,
3. The weather report is not a factor,
4. The R & R code summary report has not changed.

### **Key Performance Highlights:**

- Due to the fact that the course has been closed since May 1<sup>st</sup>, we have had no tournaments played.

### **Recognition and Awards:**

- We were chosen by the News Journal as the Reader's choice award winner for the best golf course in Volusia County for six year in a row. This is a remarkable achievement and I would like to congratulate our Sales and Marketing Director, Ms. Reggie Hunter, for her tireless effort in reaching out to all of our regular players to vote for a course that has been closed for three months. That recognition shows you the amount of passion that she has for Cypress Head Golf Club and her desire to see the golf course succeed.

### **R&R Projects pending:**

- No projects were planned for the month of July.

### **August 2015 and YTD rounds mix:**

| <b>Type</b>         | <b>Actual</b> | <b>Budget</b> | <b>Month- P.Y.</b> | <b>Y.T.D</b> | <b>P.Y-Y.T.D</b> |
|---------------------|---------------|---------------|--------------------|--------------|------------------|
| <b>Paid</b>         | <b>0</b>      | <b>0</b>      | <b>2988</b>        | <b>25909</b> | <b>37151</b>     |
| Annual              | 0             | 0             | 304                | 2970         | 4634             |
| Other rounds        | 0             | 0             | 272                | 1772         | 3054             |
| <b>Total Rounds</b> | <b>0</b>      | <b>0</b>      | <b>3928</b>        | <b>30651</b> | <b>44839</b>     |



## **Tee Sheet Activity**

- No Tee sheet activity due to closure

## **Departmental Summaries**

### Course & Grounds/Range

- The maintenance team is working on projects revolving around the renovations as well as regular duties involving maintaining the golf course. The range lights have all been tested and are operational. All of the trees in the parking areas have been trimmed and thinned out to allow proper air circulation while also helping to improve the health of the trees.

### Food and Beverage

- No Food and Beverage sales. The bids to outsource the restaurant portion of the clubhouse facility were opened in August and the winning team will be officially announced in September. Our entire team is looking forward to working with the new vendor to promote the complete benefits of playing golf and enjoying breakfast, lunch and dinner at Cypress Head.

### Golf Shop/Carts

- We continue to host daily sales to help reduce inventory items and a new logo design for merchandise is currently being evaluated. Cleaning of all the fixtures in the shops has been performed and a new design for merchandise displays has been outlined.
- The Cart fleet has been evaluated as mentioned above.

### Marketing and Sales

- No events held in August.
- September schedule:
  - No events planned for the upcoming months due to the closure of the clubhouse.



- The Sales & Marketing director has been on property responding to guest inquiries and also booking potential future events following the re-opening of the newly remodeled golf course in November. She also has been coordinating details and organizing events leading into the grand re-opening in November. She will also be continuing her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head “Top of Mind” in the local community.
- Cypress Head Golf Course was recently featured in the Daytona Beach CVB fall promotional brochure which was direct mailed to over 75,000 homes. It is also being emailed to over 72,000 addresses and available in digital version as well. This brochure highlights Daytona Beach as a golf destination with Cypress Head Golf Club being the featured golf course.
- Continued involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to properly position Cypress Head in the market prior to the grand re-opening in November.
- Ongoing information regarding progress of the renovations through our email database, FACEBOOK and other social media outlets.

#### Corporate Support

- Kemper Sports Center for Excellence – Ongoing resource.

#### Summary:

During the past few months we have been evaluating all aspects of the property but during the next 60 days, all the evaluations will be put to the test. We will be extremely busy overseeing multiple changes involving beautification of our main entryway, parking lot improvements, rebuilding the bag drop/starter building, renovation of the on course bathrooms and gazebo shelters. We will also be involved on a daily basis working with all the contractors as they prepare to improve the physical building of the golf shop, bar, restaurant and dining room. Our agenda involves planning the promotion of the re-opening, rebuilding a new staff that is going to be highly motivated and properly trained in customer service as well as involving the local community to join us in our progress.



Respectfully Submitted,

Bob Duquette, PGA

General Manager  
The Golf Club at Cypress Head.

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

General Ledger

Ranges: From:  
Date: 8/1/2015  
Account: First

To:  
8/31/2015  
Last

Sorted By:  
Include:  
Print Currency In: Functional (Z-US\$)

Account  
Posting, Unit

| Inactive | Account        | Description                      | Beginning Balance | Debit       | Credit      | Net Change    | Ending Balance |
|----------|----------------|----------------------------------|-------------------|-------------|-------------|---------------|----------------|
|          | 10060-5950-900 | Cash - Operating New             | \$30,351.84       | \$76,755.56 | \$81,734.98 | (\$4,979.42)  | \$25,372.42    |
|          | 10100-5950-900 | Cash - Course Other              | \$750.00          | \$0.00      | \$0.00      | \$0.00        | \$750.00       |
|          | 10120-5950-900 | Cash - New Payroll               | (\$2,429.10)      | \$28,899.79 | \$27,067.46 | \$1,832.33    | (\$596.77)     |
|          | 10180-5950-900 | Cash - Pro Shop Bank             | \$600.00          | \$0.00      | \$0.00      | \$0.00        | \$600.00       |
|          | 10200-5950-900 | Cash - F&B Bank                  | \$500.00          | \$0.00      | \$0.00      | \$0.00        | \$500.00       |
|          | 11160-5950-900 | A/R Member                       | \$4,365.95        | \$2,168.61  | \$4,365.99  | (\$2,197.38)  | \$2,168.57     |
|          | 12000-5950-900 | Inventory - Merchandise          | \$12,948.39       | \$730.76    | \$1,461.52  | (\$730.76)    | \$12,217.63    |
|          | 12180-5950-900 | Inventory - Food                 | \$399.94          | \$0.00      | \$0.00      | \$0.00        | \$399.94       |
|          | 12200-5950-900 | Inventory - Beverage             | \$290.53          | \$0.00      | \$0.00      | \$0.00        | \$290.53       |
|          | 12220-5950-900 | Inventory - Beer                 | \$396.96          | \$0.00      | \$0.00      | \$0.00        | \$396.96       |
|          | 12240-5950-900 | Inventory - Liquor               | \$2,574.13        | \$0.00      | \$0.00      | \$0.00        | \$2,574.13     |
|          | 12260-5950-900 | Inventory - Wine                 | \$808.31          | \$0.00      | \$0.00      | \$0.00        | \$808.31       |
|          | 13020-5950-900 | Prepaid Insurance                | \$17,862.36       | \$0.00      | \$3,795.92  | (\$3,795.92)  | \$14,066.44    |
|          | 13040-5950-900 | Prepaid Exp - Other              | \$1,925.80        | \$5,317.76  | \$200.30    | \$5,117.46    | \$7,043.26     |
|          | 13480-5950-900 | Deposit - Vendors                | \$5,000.00        | \$0.00      | \$0.00      | \$0.00        | \$5,000.00     |
|          | 20040-5950-900 | Furniture & Fixtures             | \$26,624.50       | \$0.00      | \$0.00      | \$0.00        | \$26,624.50    |
|          | 20100-5950-900 | Machinery & Equipment            | \$17,711.94       | \$0.00      | \$0.00      | \$0.00        | \$17,711.94    |
|          | 20160-5950-900 | Land                             | \$64,834.76       | \$0.00      | \$0.00      | \$0.00        | \$64,834.76    |
|          | 22020-5950-900 | Accum. Deprec - Office F,F&E     | (\$26,624.50)     | \$0.00      | \$0.00      | \$0.00        | (\$26,624.50)  |
|          | 22040-5950-900 | Accum. Deprec - Mach & Equip     | (\$13,517.07)     | \$0.00      | \$97.55     | (\$97.55)     | (\$13,614.62)  |
|          | 22080-5950-900 | Accum. Deprec - Buildings        | (\$40,376.38)     | \$0.00      | \$283.45    | (\$283.45)    | (\$40,659.83)  |
|          | 30000-5950-900 | Accts Pay - Trade                | (\$15,132.38)     | \$53,549.62 | \$51,150.09 | \$2,399.53    | (\$12,732.85)  |
|          | 30040-5950-900 | Accts Pay - Other                | (\$259,093.32)    | \$0.00      | \$77,253.54 | (\$77,253.54) | (\$336,346.86) |
|          | 31000-5950-900 | Accrued Expenses                 | \$0.00            | \$8,635.33  | \$9,614.50  | (\$979.17)    | (\$979.17)     |
|          | 31020-5950-900 | Accrued Payroll                  | (\$13,869.64)     | \$5,833.47  | \$8,635.33  | (\$2,801.86)  | (\$16,671.50)  |
|          | 31220-5950-900 | Accrued Sales Tax                | \$0.00            | \$46.27     | \$46.27     | \$0.00        | \$0.00         |
|          | 32000-5950-900 | Deferred Rev - Rainchecks        | (\$1,108.16)      | \$349.08    | \$0.00      | \$349.08      | (\$759.08)     |
|          | 32060-5950-900 | Deferred Rev - Gift Certificates | (\$4,675.14)      | \$0.00      | \$0.00      | \$0.00        | (\$4,675.14)   |
|          | 32070-5950-900 | Deferred Rev - Gift Cards        | (\$15,366.99)     | \$0.00      | \$100.00    | (\$100.00)    | (\$15,466.99)  |
|          | 32100-5950-900 | Deferred Rev - Credit Books      | (\$19,218.12)     | \$0.00      | \$0.00      | \$0.00        | (\$19,218.12)  |
|          | 49020-5950-900 | Retained Earnings - Current      | \$0.08            | \$0.00      | \$0.00      | \$0.00        | \$0.08         |
|          | 50000-5950-100 | Green Fees - Annual Pass         | (\$44,466.94)     | \$0.00      | \$0.00      | \$0.00        | (\$44,466.94)  |
|          | 50040-5950-100 | Green Fees - Member              | (\$355,363.43)    | \$0.00      | \$349.08    | (\$349.08)    | (\$355,712.51) |
|          | 50070-5950-100 | Green Fees - (surcharge)         | (\$24,698.50)     | \$0.00      | \$0.00      | \$0.00        | (\$24,698.50)  |
|          | 50140-5950-100 | Green Fees - Misc Course Revenue | (\$1,097.98)      | \$0.00      | \$0.00      | \$0.00        | (\$1,097.98)   |
|          | 50500-5950-200 | Cart Fee 18                      | (\$227,600.39)    | \$0.00      | \$0.00      | \$0.00        | (\$227,600.39) |
|          | 50520-5950-200 | Cart Fee - Annual Trail          | (\$61,114.94)     | \$0.00      | \$0.00      | \$0.00        | (\$61,114.94)  |
|          | 51050-5950-900 | Initiation/Transfer Fees         | \$0.00            | \$0.00      | \$250.00    | (\$250.00)    | (\$250.00)     |
|          | 52090-5950-600 | Handicap Fee                     | (\$4,392.00)      | \$0.00      | \$0.00      | \$0.00        | (\$4,392.00)   |
|          | 52150-5950-600 | Lessons                          | (\$406.80)        | \$0.00      | \$0.00      | \$0.00        | (\$406.80)     |
|          | 52220-5950-600 | Other Pro Shop Revenue           | (\$2,575.96)      | \$0.00      | \$367.20    | (\$367.20)    | (\$2,943.16)   |
|          | 52280-5950-600 | Rental Clubs                     | (\$1,855.89)      | \$0.00      | \$0.00      | \$0.00        | (\$1,855.89)   |
|          | 52310-5950-600 | Retail                           | (\$53,517.66)     | \$0.00      | \$50.50     | (\$50.50)     | (\$53,568.16)  |
|          | 53050-5950-220 | Range Pass Revenue               | (\$16,884.69)     | \$0.00      | \$0.00      | \$0.00        | (\$16,884.69)  |
|          | 54000-5950-540 | Food                             | (\$91,023.93)     | \$0.00      | \$0.00      | \$0.00        | (\$91,023.93)  |
|          | 54030-5950-540 | Beverage                         | (\$13,026.49)     | \$0.00      | \$0.00      | \$0.00        | (\$13,026.49)  |
|          | 54060-5950-540 | Beer                             | (\$44,562.90)     | \$0.00      | \$0.00      | \$0.00        | (\$44,562.90)  |
|          | 54090-5950-540 | Liquor                           | (\$26,927.70)     | \$0.00      | \$0.00      | \$0.00        | (\$26,927.70)  |
|          | 54120-5950-540 | Wine                             | (\$6,825.99)      | \$0.00      | \$0.00      | \$0.00        | (\$6,825.99)   |
|          | 54220-5950-540 | F&B Other Income                 | (\$600.00)        | \$0.00      | \$0.00      | \$0.00        | (\$600.00)     |
|          | 56120-5950-100 | City Surcharge R & R             | (\$24,900.60)     | \$0.00      | \$0.00      | \$0.00        | (\$24,900.60)  |
|          | 60000-5950-600 | COGS - Merchandise - Accessories | \$44,214.87       | \$867.52    | \$730.76    | \$136.76      | \$44,351.63    |
|          | 61000-5950-540 | COGS - Food                      | \$42,033.49       | \$0.00      | \$0.00      | \$0.00        | \$42,033.49    |
|          | 61010-5950-540 | COGS - Beverage                  | \$5,035.00        | \$0.00      | \$0.00      | \$0.00        | \$5,035.00     |
|          | 61020-5950-540 | COGS - Beer                      | \$16,878.64       | \$0.00      | \$0.00      | \$0.00        | \$16,878.64    |
|          | 61030-5950-540 | COGS - Liquor                    | \$5,658.77        | \$0.00      | \$0.00      | \$0.00        | \$5,658.77     |
|          | 61040-5950-540 | COGS - Wine                      | \$2,985.91        | \$0.00      | \$0.00      | \$0.00        | \$2,985.91     |

| Inactive | Account        | Description                      | Beginning Balance | Debit       | Credit     | Net Change  | Ending Balance |
|----------|----------------|----------------------------------|-------------------|-------------|------------|-------------|----------------|
|          | 70000-5950-100 | Gross Payroll - Salaried         | \$64,125.28       | \$9,987.98  | \$2,862.36 | \$7,125.62  | \$71,250.90    |
|          | 70000-5950-600 | Gross Payroll - Salaried         | \$13,316.84       | \$0.00      | \$0.00     | \$0.00      | \$13,316.84    |
|          | 70000-5950-900 | Gross Payroll - Salaried         | \$76,439.78       | \$13,373.66 | \$5,676.76 | \$7,696.90  | \$84,136.68    |
|          | 70000-5950-950 | Gross Payroll - Salaried         | \$30,697.92       | \$4,438.72  | \$1,311.44 | \$3,127.28  | \$33,825.20    |
|          | 70002-5950-540 | Gross Kitchen Payroll - Salaried | \$24,498.36       | \$0.00      | \$0.00     | \$0.00      | \$24,498.36    |
|          | 70010-5950-100 | Gross Payroll - Hourly           | \$123,945.99      | \$16,705.77 | \$5,379.85 | \$11,325.92 | \$135,271.91   |
|          | 70010-5950-200 | Gross Payroll - Hourly           | \$34,790.66       | \$0.00      | \$0.00     | \$0.00      | \$34,790.66    |
|          | 70010-5950-600 | Gross Payroll - Hourly           | \$13,791.87       | \$0.00      | \$0.00     | \$0.00      | \$13,791.87    |
|          | 70010-5950-900 | Gross Payroll - Hourly           | \$4,460.84        | \$0.00      | \$0.00     | \$0.00      | \$4,460.84     |
|          | 70012-5950-540 | Gross Kitchen Payroll - Hourly   | \$51,388.90       | \$0.00      | \$0.00     | \$0.00      | \$51,388.90    |
|          | 71000-5950-100 | Payroll Tax - FICA               | \$13,334.59       | \$1,926.21  | \$659.35   | \$1,266.86  | \$14,601.45    |
|          | 71000-5950-200 | Payroll Tax - FICA               | \$2,636.15        | \$0.00      | \$0.00     | \$0.00      | \$2,636.15     |
|          | 71000-5950-540 | Payroll Tax - FICA               | \$6,458.66        | \$0.00      | \$0.00     | \$0.00      | \$6,458.66     |
|          | 71000-5950-600 | Payroll Tax - FICA               | \$1,980.46        | \$0.00      | \$0.00     | \$0.00      | \$1,980.46     |
|          | 71000-5950-900 | Payroll Tax - FICA               | \$6,919.79        | \$960.06    | \$307.47   | \$652.59    | \$7,572.38     |
|          | 71000-5950-950 | Payroll Tax - FICA               | \$2,483.76        | \$329.30    | \$104.91   | \$224.39    | \$2,708.15     |
|          | 71010-5950-100 | Payroll Tax - UC                 | \$3,609.01        | \$64.95     | \$0.00     | \$64.95     | \$3,673.96     |
|          | 71010-5950-200 | Payroll Tax - UC                 | \$1,532.33        | \$0.00      | \$0.00     | \$0.00      | \$1,532.33     |
|          | 71010-5950-540 | Payroll Tax - UC                 | \$3,141.59        | \$0.00      | \$0.00     | \$0.00      | \$3,141.59     |
|          | 71010-5950-600 | Payroll Tax - UC                 | \$678.95          | \$0.00      | \$0.00     | \$0.00      | \$678.95       |
|          | 71010-5950-900 | Payroll Tax - UC                 | \$921.47          | \$0.00      | \$0.00     | \$0.00      | \$921.47       |
|          | 71010-5950-950 | Payroll Tax - UC                 | \$339.47          | \$0.00      | \$0.00     | \$0.00      | \$339.47       |
|          | 71020-5950-100 | Payroll Tax - WC                 | \$4,435.17        | \$350.36    | \$0.00     | \$350.36    | \$4,785.53     |
|          | 71020-5950-200 | Payroll Tax - WC                 | \$719.27          | \$0.00      | \$0.00     | \$0.00      | \$719.27       |
|          | 71020-5950-540 | Payroll Tax - WC                 | \$2,038.72        | \$0.00      | \$0.00     | \$0.00      | \$2,038.72     |
|          | 71020-5950-600 | Payroll Tax - WC                 | \$635.58          | \$0.00      | \$0.00     | \$0.00      | \$635.58       |
|          | 71020-5950-900 | Payroll Tax - WC                 | \$2,273.83        | \$184.00    | \$0.00     | \$184.00    | \$2,457.83     |
|          | 71020-5950-950 | Payroll Tax - WC                 | \$812.92          | \$58.76     | \$0.00     | \$58.76     | \$871.68       |
|          | 71030-5950-100 | Benefits                         | \$31,422.96       | \$5,238.57  | \$2,288.48 | \$2,950.09  | \$34,373.05    |
|          | 71030-5950-200 | Benefits                         | \$62.40           | \$0.00      | \$0.00     | \$0.00      | \$62.40        |
|          | 71030-5950-540 | Benefits                         | \$6,718.74        | \$0.00      | \$0.00     | \$0.00      | \$6,718.74     |
|          | 71030-5950-600 | Benefits                         | \$3,161.88        | \$0.00      | \$0.00     | \$0.00      | \$3,161.88     |
|          | 71030-5950-900 | Benefits                         | \$14,898.98       | \$2,969.80  | \$1,455.09 | \$1,514.71  | \$16,413.69    |
|          | 71030-5950-950 | Benefits                         | \$3,650.46        | \$588.81    | \$207.92   | \$380.89    | \$4,031.35     |
|          | 80050-5950-540 | Bar Supplies                     | \$2,164.77        | \$0.00      | \$0.00     | \$0.00      | \$2,164.77     |
|          | 80110-5950-200 | Cart Supplies                    | \$521.23          | \$0.00      | \$0.00     | \$0.00      | \$521.23       |
|          | 80170-5950-100 | Course Accessories               | \$4,133.19        | \$11.85     | \$0.00     | \$11.85     | \$4,145.04     |
|          | 80190-5950-540 | Dining Room Supplies             | \$92.21           | \$0.00      | \$0.00     | \$0.00      | \$92.21        |
|          | 80230-5950-100 | Fertilizer                       | \$20,547.10       | \$2,420.40  | \$0.00     | \$2,420.40  | \$22,967.50    |
|          | 80270-5950-100 | Fuel                             | \$8,048.59        | \$1,453.99  | \$0.00     | \$1,453.99  | \$9,502.58     |
|          | 80280-5950-100 | Fungicides                       | \$1,320.22        | \$0.00      | \$0.00     | \$0.00      | \$1,320.22     |
|          | 80320-5950-100 | Herbicides                       | \$12,486.29       | \$2,932.54  | \$0.00     | \$2,932.54  | \$15,418.83    |
|          | 80370-5950-100 | Insecticides                     | \$8,750.60        | \$4,887.33  | \$0.00     | \$4,887.33  | \$13,637.93    |
|          | 80380-5950-900 | Janitorial Supplies              | \$4,277.78        | \$0.00      | \$0.00     | \$0.00      | \$4,277.78     |
|          | 80390-5950-540 | Kitchen Supplies                 | \$3,815.67        | \$0.00      | \$0.00     | \$0.00      | \$3,815.67     |
|          | 80410-5950-540 | Laundry/Linens                   | \$3,771.73        | \$0.00      | \$0.00     | \$0.00      | \$3,771.73     |
|          | 80420-5950-900 | Laundry/Uniforms                 | \$2,037.98        | \$0.00      | \$0.00     | \$0.00      | \$2,037.98     |
|          | 80520-5950-540 | Office Supplies                  | \$56.75           | \$0.00      | \$0.00     | \$0.00      | \$56.75        |
|          | 80520-5950-600 | Office Supplies                  | \$177.86          | \$0.00      | \$0.00     | \$0.00      | \$177.86       |
|          | 80520-5950-900 | Office Supplies                  | \$2,099.59        | \$147.21    | \$0.00     | \$147.21    | \$2,246.80     |
|          | 80590-5950-600 | Printing                         | \$72.11           | \$0.00      | \$0.00     | \$0.00      | \$72.11        |
|          | 80610-5950-220 | Range Balls                      | \$3,675.00        | \$0.00      | \$0.00     | \$0.00      | \$3,675.00     |
|          | 80620-5950-220 | Range Equipment                  | \$172.77          | \$0.00      | \$0.00     | \$0.00      | \$172.77       |
|          | 80630-5950-220 | Range Expenses                   | \$463.25          | \$0.00      | \$0.00     | \$0.00      | \$463.25       |
|          | 80690-5950-100 | Sand/Topdress                    | \$746.00          | \$2,444.00  | \$0.00     | \$2,444.00  | \$3,190.00     |
|          | 80710-5950-100 | Seeds/Trees                      | \$16,124.60       | \$0.00      | \$0.00     | \$0.00      | \$16,124.60    |
|          | 80730-5950-100 | Small Tools                      | \$186.17          | \$0.00      | \$0.00     | \$0.00      | \$186.17       |
|          | 80770-5950-100 | Staff/Volunteer Uniforms         | \$283.21          | \$0.00      | \$0.00     | \$0.00      | \$283.21       |
|          | 80780-5950-600 | Supplies                         | \$2,144.75        | \$0.00      | \$0.00     | \$0.00      | \$2,144.75     |
|          | 80810-5950-600 | Tournament Expense               | \$1,580.09        | \$967.20    | \$0.00     | \$967.20    | \$2,547.29     |
|          | 81010-5950-900 | Alarm System                     | \$1,337.25        | \$90.50     | \$0.00     | \$90.50     | \$1,427.75     |
|          | 81080-5950-900 | Carpet Cleaning                  | \$300.00          | \$0.00      | \$0.00     | \$0.00      | \$300.00       |
|          | 81090-5950-200 | Cart Repairs                     | \$24,835.25       | \$0.00      | \$0.00     | \$0.00      | \$24,835.25    |

| Inactive | Account        | Description                | Beginning Balance | Debit      | Credit   | Net Change | Ending Balance |
|----------|----------------|----------------------------|-------------------|------------|----------|------------|----------------|
|          | 81130-5950-900 | Computer Service           | \$2,718.37        | \$109.80   | \$0.00   | \$109.80   | \$2,828.17     |
|          | 81140-5950-900 | Contract Cleaning          | \$3,999.00        | \$130.00   | \$0.00   | \$130.00   | \$4,129.00     |
|          | 81220-5950-600 | Handicap Expense           | \$4,662.00        | \$0.00     | \$0.00   | \$0.00     | \$4,662.00     |
|          | 81250-5950-100 | Irrigation                 | \$6,460.77        | \$701.82   | \$0.00   | \$701.82   | \$7,162.59     |
|          | 81270-5950-600 | Lesson Expense             | \$318.75          | \$0.00     | \$0.00   | \$0.00     | \$318.75       |
|          | 81300-5950-900 | Pest Control               | \$920.00          | \$0.00     | \$0.00   | \$0.00     | \$920.00       |
|          | 81350-5950-100 | Repair & Maint - Equipment | \$15,907.91       | \$2,747.38 | \$222.55 | \$2,524.83 | \$18,432.74    |
|          | 81350-5950-220 | Repair & Maint - Equipment | \$1,102.50        | \$0.00     | \$0.00   | \$0.00     | \$1,102.50     |
|          | 81350-5950-540 | Repair & Maint - Equipment | \$4,898.27        | \$0.00     | \$0.00   | \$0.00     | \$4,898.27     |
|          | 81350-5950-900 | Repair & Maint - Equipment | \$999.00          | \$0.00     | \$0.00   | \$0.00     | \$999.00       |
|          | 81360-5950-100 | Repair & Maint - Building  | \$661.95          | \$0.00     | \$0.00   | \$0.00     | \$661.95       |
|          | 81360-5950-600 | Repair & Maint - Building  | \$163.88          | \$0.00     | \$0.00   | \$0.00     | \$163.88       |
|          | 81360-5950-900 | Repair & Maint - Building  | \$189.88          | \$1,950.00 | \$0.00   | \$1,950.00 | \$2,139.88     |
|          | 81370-5950-900 | Repair & Maint - Other     | \$906.50          | \$0.00     | \$0.00   | \$0.00     | \$906.50       |
|          | 82000-5950-200 | Cart Lease                 | \$60,321.94       | \$6,032.20 | \$0.00   | \$6,032.20 | \$66,354.14    |
|          | 82020-5950-100 | Equipment Lease            | \$44,949.04       | \$4,494.90 | \$0.00   | \$4,494.90 | \$49,443.94    |
|          | 82020-5950-540 | Equipment Lease            | \$850.50          | \$0.00     | \$0.00   | \$0.00     | \$850.50       |
|          | 82060-5950-900 | Off-Site Storage           | \$1,747.00        | \$157.00   | \$0.00   | \$157.00   | \$1,904.00     |
|          | 83000-5950-100 | Utilities - Electric       | \$2,574.62        | \$292.82   | \$0.00   | \$292.82   | \$2,867.44     |
|          | 83000-5950-200 | Utilities - Electric       | \$9,339.37        | \$586.08   | \$0.00   | \$586.08   | \$9,925.45     |
|          | 83010-5950-540 | Utilities - Gas            | \$6,026.02        | \$0.00     | \$0.00   | \$0.00     | \$6,026.02     |
|          | 83020-5950-100 | Utilities - Other          | \$15,508.07       | \$1,815.64 | \$0.00   | \$1,815.64 | \$17,323.71    |
|          | 83020-5950-900 | Utilities - Other          | \$17,967.96       | \$1,143.51 | \$0.00   | \$1,143.51 | \$19,111.47    |
|          | 83030-5950-100 | Utilities - Telephone/Fax  | \$934.51          | \$91.53    | \$0.00   | \$91.53    | \$1,026.04     |
|          | 83030-5950-900 | Utilities - Telephone/Fax  | \$1,497.00        | \$100.00   | \$0.00   | \$100.00   | \$1,597.00     |
|          | 83050-5950-100 | Utilities - Water          | \$2,183.42        | \$267.41   | \$0.00   | \$267.41   | \$2,450.83     |
|          | 84040-5950-950 | Adv/Promo - Mktg/Bus Dev   | \$13,716.04       | \$200.00   | \$0.00   | \$200.00   | \$13,916.04    |
|          | 84050-5950-950 | Adv/Promo - Newsletter     | \$75.00           | \$0.00     | \$0.00   | \$0.00     | \$75.00        |
|          | 84080-5950-950 | Adv/Promo - Promotional    | \$4,846.60        | \$0.00     | \$0.00   | \$0.00     | \$4,846.60     |
|          | 85020-5950-900 | Bank Charges               | \$685.47          | \$16.19    | \$0.00   | \$16.19    | \$701.66       |
|          | 85050-5950-900 | Cash Short/(Over)          | (\$41.67)         | \$19.12    | \$0.00   | \$19.12    | (\$22.55)      |
|          | 85060-5950-900 | Cell Phone                 | \$1,350.00        | \$125.00   | \$0.00   | \$125.00   | \$1,475.00     |
|          | 85070-5950-900 | City Surcharge R & R       | \$24,900.60       | \$0.00     | \$0.00   | \$0.00     | \$24,900.60    |
|          | 85110-5950-900 | Copier/Photocopies         | \$955.48          | \$0.00     | \$0.00   | \$0.00     | \$955.48       |
|          | 85120-5950-900 | Credit Card Discounts      | \$21,126.15       | \$55.85    | \$0.00   | \$55.85    | \$21,182.00    |
|          | 85140-5950-900 | Donations                  | \$1,443.91        | \$0.00     | \$0.00   | \$0.00     | \$1,443.91     |
|          | 85150-5950-900 | Dues & Subscriptions       | \$1,083.06        | \$0.00     | \$0.00   | \$0.00     | \$1,083.06     |
|          | 85160-5950-100 | Education & Training       | \$230.00          | \$0.00     | \$0.00   | \$0.00     | \$230.00       |
|          | 85160-5950-900 | Education & Training       | \$305.00          | \$0.00     | \$0.00   | \$0.00     | \$305.00       |
|          | 85190-5950-100 | Employee Relations         | \$144.90          | \$0.00     | \$0.00   | \$0.00     | \$144.90       |
|          | 85190-5950-900 | Employee Relations         | \$1,338.98        | \$0.00     | \$0.00   | \$0.00     | \$1,338.98     |
|          | 85200-5950-100 | Employee Testing           | \$0.00            | \$29.00    | \$0.00   | \$29.00    | \$29.00        |
|          | 85280-5950-900 | Insurance Expense          | \$38,480.56       | \$3,795.92 | \$0.00   | \$3,795.92 | \$42,276.48    |
|          | 85320-5950-900 | Member Relations           | \$282.54          | \$0.00     | \$0.00   | \$0.00     | \$282.54       |
|          | 85330-5950-900 | Messenger Service - Fedex  | \$314.89          | \$0.00     | \$0.00   | \$0.00     | \$314.89       |
|          | 85340-5950-950 | Miscellaneous              | \$40.55           | \$0.00     | \$0.00   | \$0.00     | \$40.55        |
|          | 85390-5950-900 | O/S - Accounting           | \$12,000.00       | \$0.00     | \$0.00   | \$0.00     | \$12,000.00    |
|          | 85410-5950-900 | O/S - Legal                | \$2,648.42        | \$0.00     | \$0.00   | \$0.00     | \$2,648.42     |
|          | 85430-5950-100 | O/S - Other                | \$3,875.00        | \$0.00     | \$0.00   | \$0.00     | \$3,875.00     |
|          | 85430-5950-900 | O/S - Other                | \$76.96           | \$0.00     | \$0.00   | \$0.00     | \$76.96        |
|          | 85480-5950-900 | Payroll Processing Fee     | \$3,567.05        | \$151.50   | \$0.00   | \$151.50   | \$3,718.55     |
|          | 85490-5950-900 | Postage/Shipping           | \$268.64          | \$5.75     | \$5.75   | \$0.00     | \$268.64       |
|          | 85500-5950-100 | Professional Dues          | \$0.00            | \$565.00   | \$0.00   | \$565.00   | \$565.00       |
|          | 85610-5950-540 | Tax/Licenses/Fees          | \$2,343.00        | \$0.00     | \$0.00   | \$0.00     | \$2,343.00     |
|          | 85610-5950-900 | Tax/Licenses/Fees          | (\$486.30)        | \$0.00     | \$0.00   | \$0.00     | (\$486.30)     |
|          | 85660-5950-540 | Loss/Theft                 | \$5,711.12        | \$0.00     | \$0.00   | \$0.00     | \$5,711.12     |
|          | 85710-5950-900 | Travel - Meals             | \$53.57           | \$0.00     | \$0.00   | \$0.00     | \$53.57        |
|          | 85720-5950-100 | Travel - Other             | \$900.00          | \$0.00     | \$0.00   | \$0.00     | \$900.00       |
|          | 85720-5950-900 | Travel - Other             | \$9,873.46        | \$2,701.45 | \$0.00   | \$2,701.45 | \$12,574.91    |
|          | 85720-5950-950 | Travel - Other             | \$192.82          | \$0.00     | \$0.00   | \$0.00     | \$192.82       |
|          | 85730-5950-950 | Website Expenses           | \$2,100.00        | \$900.00   | \$900.00 | \$0.00     | \$2,100.00     |
|          | 89020-5950-900 | Employee Meals             | \$1,394.81        | \$0.00     | \$0.00   | \$0.00     | \$1,394.81     |
|          | 90000-5950-900 | Management Fee             | \$62,540.85       | \$3,684.76 | \$0.00   | \$3,684.76 | \$66,225.61    |



TRIAL BALANCE SUMMARY FOR 2014  
The Golf Club at Cypress Head

| Inactive | Account        | Description                      | Beginning Balance        | Debit        | Credit        | Net Change        | Ending Balance        |
|----------|----------------|----------------------------------|--------------------------|--------------|---------------|-------------------|-----------------------|
|          | 98010-5950-900 | Deprec - Office F,F&E            | \$0.14                   | \$0.00       | \$0.00        | \$0.00            | \$0.14                |
|          | 98020-5950-900 | Deprec - Mach & Equip            | \$975.50                 | \$97.55      | \$0.00        | \$97.55           | \$1,073.05            |
|          | 98040-5950-900 | Deprec - Buildings               | \$2,834.50               | \$283.45     | \$0.00        | \$283.45          | \$3,117.95            |
|          | RCMWD-5950-100 | Rounds - Complimentary - Weekday | 8,841.00                 | 0.00         | 0.00          | 0.00              | 8,841.00              |
|          | REMWD-5950-100 | Rounds - Employee - Weekday      | 15,428.00                | 0.00         | 0.00          | 0.00              | 15,428.00             |
|          | RMBWD-5950-100 | Rounds - Member - Weekday        | 48,047.00                | 0.00         | 0.00          | 0.00              | 48,047.00             |
|          | RPKWD-5950-100 | Rounds - Peak - Weekday          | 267,263.00               | 0.00         | 0.00          | 0.00              | 267,263.00            |
|          | RPKWE-5950-100 | Rounds - Peak - Weekend          | 5,071.00                 | 0.00         | 0.00          | 0.00              | 5,071.00              |
|          |                |                                  |                          |              |               |                   |                       |
|          |                | <u>Accounts</u>                  | <u>Beginning Balance</u> | <u>Debit</u> | <u>Credit</u> | <u>Net Change</u> | <u>Ending Balance</u> |
|          | Grand Totals:  | 191                              | \$0.00                   | \$288,936.37 | \$288,936.37  | \$0.00            | \$0.00                |

The Golf Club at Cypress Head  
Comparative Income Statement  
For the Eleven Months Ending August 31, 2015

|                                     | MTD             | YTD              | Audited          | Percent     | MTD             | YTD              | Annual           | Percent     |
|-------------------------------------|-----------------|------------------|------------------|-------------|-----------------|------------------|------------------|-------------|
|                                     | Prior Year      | Prior Year       | Prior Year       | of Total    | Actual          | Actual           | Budget           | of Total    |
| <b>REVENUES</b>                     |                 |                  |                  |             |                 |                  |                  |             |
| Green Fees & Cart Fees              | 66,983          | 994,002          | 1,051,059        | 95%         | 349             | 714,691          | 782,295          | 91%         |
| Merchandise                         | 7,137           | 68,405           | 72,272           | 95%         | 51              | 53,568           | 48,222           | 111%        |
| Other Pro Shop                      | 108             | 8,296            | 8,445            | 98%         | 367             | 9,598            | 7,112            | 135%        |
| Range                               | 2,466           | 33,753           | 35,287           | 96%         | 0               | 16,885           | 38,615           | 44%         |
| Food and Beverage                   | 20,965          | 272,914          | 287,748          | 95%         | 0               | 182,967          | 192,398          | 95%         |
| Membership Initiation Fees          | 0               | 250              | 250              | 100%        | 250             | 250              | 0                |             |
| Other Operating Revenues            | 2,644           | 36,036           | 38,076           | 95%         | 0               | 24,901           | 28,192           | 88%         |
| <b>TOTAL REVENUE</b>                | <b>100,303</b>  | <b>1,413,656</b> | <b>1,493,137</b> | <b>95%</b>  | <b>1,017</b>    | <b>1,002,860</b> | <b>1,096,834</b> | <b>91%</b>  |
| <b>COST OF SALES</b>                |                 |                  |                  |             |                 |                  |                  |             |
| Merchandise                         | 5,891           | 49,242           | 49,275           | 100%        | 137             | 44,352           | 33,786           | 131%        |
| Food & Beverage                     | 6,316           | 105,347          | 112,519          | 94%         | 0               | 72,592           | 69,374           | 105%        |
| <b>TOTAL COGS</b>                   | <b>12,207</b>   | <b>154,589</b>   | <b>161,794</b>   | <b>96%</b>  | <b>137</b>      | <b>116,943</b>   | <b>103,160</b>   | <b>113%</b> |
| COGS - Merchandise %                | 82.5%           | 72.0%            | 68.2%            | 105.6%      | 270.8%          | 82.8%            | 70.1%            | 118.2%      |
| COGS - Food %                       | 30.3%           | 38.8%            | 39.3%            | 98.7%       |                 | 39.8%            | 36.1%            | 110.4%      |
| <b>PAYROLL</b>                      |                 |                  |                  |             |                 |                  |                  |             |
| Course and Grounds                  | 21,661          | 248,247          | 271,543          | 91%         | 23,084          | 263,957          | 290,505          | 91%         |
| Carts, Range, Starters, Etc.        | 4,766           | 61,252           | 65,268           | 94%         | 0               | 39,741           | 41,564           | 96%         |
| Pro Shop                            | 4,966           | 49,647           | 53,393           | 93%         | 0               | 33,566           | 29,218           | 115%        |
| Food and Beverage                   | 11,564          | 136,537          | 142,814          | 96%         | 0               | 94,245           | 89,127           | 106%        |
| General and Administrative          | 10,089          | 111,499          | 120,964          | 92%         | 10,048          | 115,963          | 125,500          | 92%         |
| Marketing                           | 3,948           | 44,534           | 47,276           | 94%         | 3,791           | 41,776           | 42,040           | 99%         |
| <b>TOTAL PAYROLL</b>                | <b>56,995</b>   | <b>651,717</b>   | <b>701,259</b>   | <b>93%</b>  | <b>36,923</b>   | <b>589,247</b>   | <b>617,954</b>   | <b>95%</b>  |
| <b>OPERATING EXPENSES</b>           |                 |                  |                  |             |                 |                  |                  |             |
| Course and Grounds                  | 14,066          | 178,244          | 192,508          | 93%         | 24,933          | 191,889          | 192,665          | 100%        |
| Carts, Range, Starters, Etc.        | 7,793           | 83,975           | 91,506           | 92%         | 6,618           | 107,050          | 89,536           | 120%        |
| Pro Shop                            | 156             | 9,701            | 9,935            | 98%         | 967             | 10,087           | 8,690            | 116%        |
| Food and Beverage                   | 1,994           | 34,857           | 36,098           | 97%         | 0               | 29,730           | 19,844           | 150%        |
| General and Administrative          | 14,580          | 188,497          | 201,262          | 94%         | 10,693          | 173,312          | 169,159          | 102%        |
| Marketing                           | 274             | 20,221           | 21,090           | 96%         | 200             | 21,171           | 34,219           | 62%         |
| <b>TOTAL OPERATING EXPENSES</b>     | <b>38,863</b>   | <b>515,494</b>   | <b>552,399</b>   | <b>93%</b>  | <b>43,412</b>   | <b>533,238</b>   | <b>514,113</b>   | <b>104%</b> |
| <b>TOTAL EXPENSES</b>               | <b>108,065</b>  | <b>1,321,800</b> | <b>1,415,452</b> | <b>93%</b>  | <b>80,472</b>   | <b>1,239,429</b> | <b>1,235,227</b> | <b>100%</b> |
| <b>OTHER INCOME (EXPENSE)</b>       |                 |                  |                  |             |                 |                  |                  |             |
| MANAGEMENT FEES                     | (7,225)         | (79,475)         | (86,700)         | 92%         | (3,685)         | (66,226)         | (66,330)         | 100%        |
| Depreciation & Amortization         | (535)           | (5,885)          | (3,147)          | 187%        | (381)           | (4,191)          | (3,815)          | 110%        |
| <b>TOTAL OTHER INCOME (EXPENSE)</b> | <b>(7,760)</b>  | <b>(85,360)</b>  | <b>(89,847)</b>  | <b>95%</b>  | <b>(4,066)</b>  | <b>(70,417)</b>  | <b>(70,145)</b>  | <b>100%</b> |
| <b>NET INCOME</b>                   | <b>(15,522)</b> | <b>6,497</b>     | <b>(12,162)</b>  | <b>-53%</b> | <b>(83,521)</b> | <b>(306,986)</b> | <b>(208,538)</b> | <b>147%</b> |
| <b>=====</b>                        |                 |                  |                  |             |                 |                  |                  |             |
| Paid Rounds                         | 2,988           | 37,151           | 39,557           | 15%         | 0               | 25,909           | 27,380           | 95%         |
| Annual Pass Rounds                  | 304             | 4,634            | 4,902            | 10%         | 0               | 2,970            | 3,233            | 92%         |
| Other Rounds                        | 272             | 3,054            | 3,210            | 14%         | 0               | 1,772            | 2,007            | 88%         |
| Total Rounds                        | 3,564           | 44,839           | 47,669           | 14%         | 0               | 30,651           | 32,620           | 94%         |
| Revenue/Paid Rounds                 | 34              | 38               | 38               | 628%        | 0               | 39               | 40               | 97%         |
| Revenue/Total Rounds                | 28              | 32               | 31               | 663%        | 0               | 33               | 34               | 97%         |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** Request for the City to process an amendment to the Gateway Center PCD zoning to remove the maximum building size restriction

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION:**

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**SUMMARY:**

Background:

Harry Patel is interested in purchasing city-owned property at 3875 Yorktowne Blvd. for the development of an assisted living facility (ALF). The ALF use is permitted by zoning, but there is a 30,000 square-foot building size maximum for this lot. It is staff's understanding that the square-footage limitation was included in the Planned Commercial Development (PCD) because the site might develop as a single-story retail store and the 30,000 square-foot cap would prohibit another big box store like Target or Lowes in the area.

Request:

Mr. Patel requests that the City, as the current property owner, amend the Port Orange Gateway Center PCD zoning to remove the 30,000 sq.ft. restriction from this lot (see Letter from Mr. Patel dated August 21st). The proposed development would meet all the other dimensional requirements (maximum building coverage, open space, setbacks, etc.). If the City Council agrees to remove the 30,000 square-foot cap, then Mr. Patel stated he will to proceed with obtaining the appraisals and moving forward through the purchasing process. The City does not currently have an appraisal or sales price for the property.

If Council elects to support this request, staff time would be required to process the amendment with no guarantee that Mr. Patel will ultimately purchase the property. However, even if Mr. Patel does not purchase the property, removing the 30,000 sq.ft. limitation may make the property more marketable to another prospective buyer. The PCD contains other dimensional requirements (maximum building coverage, open space, setbacks, parking requirements, etc.) to control development scale. Any proposed development will also be required to meet all site development and infrastructure requirements of the City's Land Development Code and the Gateway Center Master Development Agreement.



Project              Funding Account  
No.:                No.:

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**ATTACHMENTS:**

|    |                                             |                                   |
|----|---------------------------------------------|-----------------------------------|
| 1. | Letter from Mr. Patel dated August 21, 2015 | Letter To City of Port Orange.pdf |
|----|---------------------------------------------|-----------------------------------|

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Cruz, Penelope  
Clark, Wayne  
Johansson, M. Jake

Created/Initiated - 08/31/2015  
Approved - 08/31/2015  
Final Approval - 08/31/2015

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August 21,2015

Michael Johansson, City Manager  
1000 City Center Circle  
Port Orange, FL 32129

Dear Mr. Johansson:

This letter ("Letter") is intended to express our interest in purchasing the land located at 3875 Yorktowne Blvd, (Parcel ID 18-16-33-04-00-0080) currently owned by the City of Port Orange. Our intent is to purchase this parcel and develop an Assisted Living Facility with Memory Care Services. Our new modern facility would have a significant economic impact for the area with a total project cost of over \$18 million.

We have reviewed the development conditions set forth by the City for the subject parcel and we believe that our planned project will meet all the requirements without altering any guidelines previously approved by the local jurisdiction. The only change we request is to increase the maximum building size from 30,000 sq ft to 90,000 sq ft. We are looking to develop a 3-story building that would be approximately 90,000 sq. ft., however the footprint of the building would be closer to 30,000 sq ft. It is understandable that the size of the building was capped to minimize the impact existing roadways and storm water management structure. We assure you that our project will not generate as much traffic as a retail development would. Our residents mostly rely on our services for transportation. Majority of the traffic to the subject site will be from family members visiting the residents of our community. We are a full service facility that provides generally everything our residents would need in house. The atmosphere around the facility will be very relaxed as we create a very peaceful surrounding for our residents.

The proposed plan would not change the 30% requirement of the pervious area. Therefore, the existing storm water capacity will NOT be altered in any ways. The existing capacity of the storm water management structure is adequate based on our discussion with local engineer.



600 Grand Blvd | Suite 304 | Panama City Beach FL 32407  
P: 850-238-8526 | F:850-238-8536  
[www.sagegroup.us](http://www.sagegroup.us)

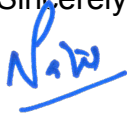


Over the past 20 years Sage Development Group has successfully completed several commercial real estate projects in Senior Housing, Medical Office Buildings, and Hospitality. We are a family oriented company that is looking to change the standards for Senior Housing and Care provided to our seniors. Comfort and luxury should be available to all of our seniors and family that need extra care. We believe your area could greatly benefit from our services. After reviewing specific statistics for your area we concluded there is a very high demand and shortage of beds to accommodate. We believe that Port Orange would greatly benefit from our facility. It would provide a much needed resource for the members of the community that require such care. Our facility will also add over 70+ new jobs to the market. We hope that you will consider giving us the opportunity to make a difference for your community.

Attached to this this letter is a recent picture of our facility in Panama City Beach, FL and a rendering of the project in Fleming Island that is set to break ground next month.

Thank you for your time reviewing our letter. Please contact me should you have any concerns you would like to address on the impact of the proposed facility.

Sincerely,



Harry Patel  
Senior Vice President of Development  
Sage Development Group







**at Panama City Beach**

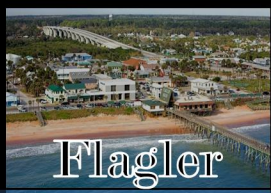




**Senior Housing Community @ Fleming Island, FL  
by SAGE Development Group**







Flagler



Granada



Seabreeze



Port Orange



Hosted by  
ORMOND STRONG.

October 24, 2015

# ADA 800 WALK

"BE STRONG AND WALK ON"...

- Join us at either one of the four bridges Saturday, October 24th 6:00 pm for our first "dual county, simultaneous, quadruple vigil bridge walk "raising awareness and support for the 800 local soldiers deployed to Afghanistan and Djibouti in honor of our veterans, especially our Vietnam Veterans who know what it feels like to be forgotten.
- ORMOND STRONG is a group of spouses, parents, family, friends and veterans of the United States Armed Forces. They keep an ongoing vigil bridge walk every morning 7:30 at the Granada bridge in Ormond Beach,. They will continue to walk for 380+ days or until the last soldier from their local unit returns HOME. October 24th will mark their 210th consecutive day of morning bridge walks.
- You can sign up for any bridge location. Our goal is 200+ individuals on each bridge representing each of the 800 deployed local soldiers. Sign up on our website [www.ormondstrong.com](http://www.ormondstrong.com), email us [ormondstrong@gmail.com](mailto:ormondstrong@gmail.com), call or text us at 386.566.3685. We also have a FB page [ADA 800 WALK](#) you can LIKE and sign up on. Once you sign up you will be given a confirmation number, this will help us keep an accurate account of the number of people participating. Your number will reflect the section you will be walking with not the order. The sections are as follows:

SECTION #1) VIETNAM VETERANS– Ormond Strong began their vigil walks on March 29th, 2015 VIETNAM VETERANS DAY, Vietnam Veterans of America Daytona Beach Chapter 1048 has held true to their motto "never again shall one generation of veterans abandon another" and have held vigil right along with them. They and ALL Vietnam Veterans in attendance will take the lead. If you had a family member who served in Vietnam who has since passed, bring a photo or memorabilia and you can walk FOR them.

SECTION #2) ALL UNITED STATES VETERANS– they will walk side by side in no particular order.

SECTION \*3) ANY FAMILY MEMBER OF A DEPLOYED SOLDIER.

SECTION #4) ANY ORMOND STRONG soldiers /RWB EAGLES –side by side in uniform

SECTION #5) MEMBERS OF OUR COMMUNITY –you are encouraged to bring a flag or a glow stick to walk with. If you cannot walk, bring a chair and be part of the experience.

Commemorative tee shirts for each of the four bridges are available on our website

[www.ormondstrong.com](http://www.ormondstrong.com)





*"Supporting our deployed soldiers"*

Saturday, October 24th

**Ormond  
Strong.**

Presents the first:



*"In honor of our veterans"*

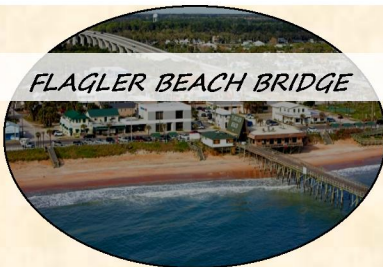
## "Dual County, Simultaneous, Quadruple Bridge Walk"

Check in starts 6:00 pm **ADA 800 WALK** Walk begins at dusk

Afghanistan/Djibouti Awareness

Vigil Bridge Walk

Raising awareness and support for our 800 deployed local soldiers.



FLAGLER BEACH BRIDGE



GRANADA BRIDGE



SEABREEZE BRIDGE



PORT ORANGE BRIDGE

Our goal is 200+ "bridge walkers" simultaneously walking at dusk on each of the above bridges representing the 800 local soldiers currently deployed to Afghanistan and Djibouti. There is NO fee to sign up.

Commemorative tee shirts are available on our website. 100% of profits go to the soldiers holiday boxes.

Sign up for this event at [www.ormondstrong.com](http://www.ormondstrong.com) or on Facebook.

Our phone number is **386.566.3685** email: [ormondstrong@gmail.com](mailto:ormondstrong@gmail.com)

**[www.ormondstrong.com](http://www.ormondstrong.com)**

"On this day ORMOND STRONG will celebrate its 210th consecutive day of morning bridge walks"



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc. (Tabled from September 22, 2015)

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION:** Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for the Waters Edge at Port Orange Homeowners Association, Inc.

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**SUMMARY:** The Waters Edge at Port Orange Homeowners Association, Inc. is requesting permission to install an announcement sign within the Waters Edge Boulevard Right-of-Way in a median located to the North of the intersection of Waters Edge Boulevard and Niloufar Lane. The sign will be used for the conspicuous posting of advance notice of Homeowner Association meetings. The sign is proposed to be 40" tall and 52" wide. It will not be lighted and will be located so as not to block the vision of drivers or pedestrians. A permit for the sign must be obtained by the Homeowners Association.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace the improvement per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and will address visual clearance requirements with the building permit application process. No issues have been provided per reviews by Risk Management, Public Works, or Public Utilities.

Update: September 25, 2015

On September 22, Council continued this item to the October 6 meeting. Council asked for confirmation that no utility pipes were in the area where the proposed sign is to be installed. Staff has verified that there are no utilities running under the sign location (refer to Utility Exhibit - Waters Edge Blvd.)

|         |                 |
|---------|-----------------|
| Project | Funding Account |
| No.:    | No.:            |

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**ATTACHMENTS:**

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|    |                                     |                                         |
|----|-------------------------------------|-----------------------------------------|
| 1. | License Agreement                   | License Agreement - Waters Edge.pdf     |
| 2. | location map                        | wedgelocate.pdf                         |
| 3. | aerial                              | wedgeaerial.pdf                         |
| 4. | letter                              | wedgeletter.pdf                         |
| 5. | Utility Exhibit - Waters Edge Blvd. | Utility Exhibit - Waters Edge Blvd..pdf |

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Fenwick, Robin  
Clark, Wayne  
Johansson, M. Jake

Created/Initiated - 09/23/2015  
Approved - 09/30/2015  
Final Approval - 09/30/2015

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

This Document Prepared by:

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

Parcel No.: N/A

*This Space Reserved for Recording Data*

## LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Waters Edge at Port Orange Homeowners Association, Inc., whose mailing address is P.O. Box 291282, Port Orange, FL 32129, ("Licensee").

### PREMISES

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

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

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

WHEREAS, the Licensee is the homeowners association for the real property located in multiple phases of the Waters Edge subdivisions; and

WHEREAS, the Waters Edge at Port Orange Homeowners Association, Inc. has requested use of a portion of the public right-of-way, known as Waters Edge Boulevard as established in the Waters Edge Phase I subdivision recorded in Map Book 46 Pages 57 through 60, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

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

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

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Waters Edge Boulevard located and situated in Port Orange, Volusia County, Florida, as depicted on **Exhibit "B"** for the purpose of installation of outdoor announcement board on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

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

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

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

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

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

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

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



present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements.

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

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

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

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Waters Edge at Port Orange Homeowners Association, Inc., P.O. Box 291282, Port Orange, FL 32129, for the Licensee, or as otherwise designated in writing to all respective parties.

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

LICENSOR:

**CITY OF PORT ORANGE, FLORIDA**  
a chartered municipal corporation

By: \_\_\_\_\_  
Allen Green, Mayor

Attest: \_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Printed name, commission and expiration:*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Printed name, commission and expiration:*



WITNESSES:

LICENSEE:

**WATERS EDGE AT PORT ORANGE  
HOMEOWNERS ASSOCIATION, INC.**

Florida not for profit corporation

Printed Name: \_\_\_\_\_

Printed: Lauren Cowan  
Title: President

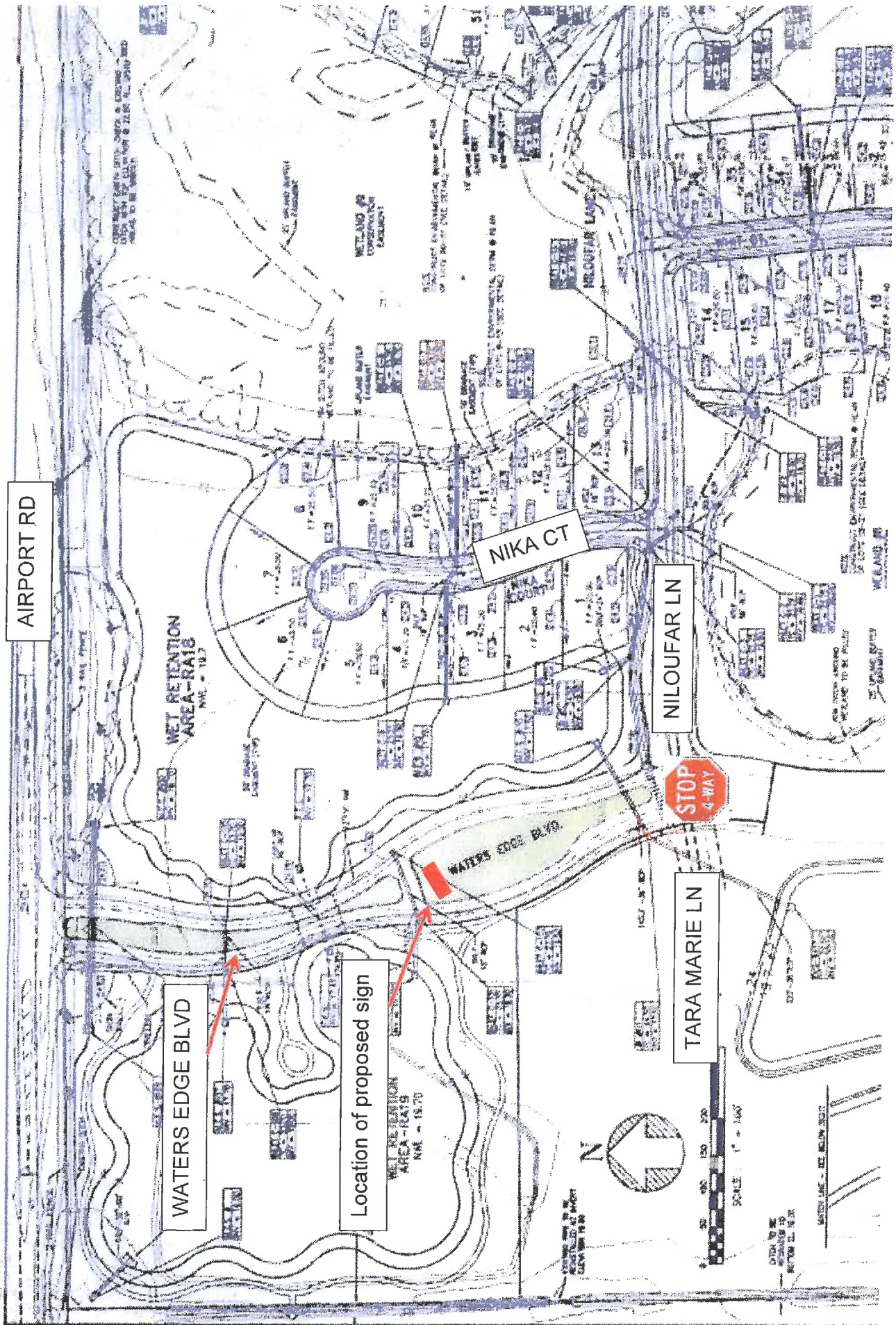
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

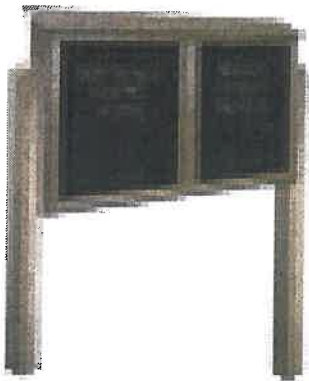
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Lauren Cowan, President, who is authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Waters Edge at Port Orange Homeowners Association, Inc.**, and who ☐ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*Printed name, commission and expiration:*

EXHIBIT "A"



## EXHIBIT "A"



Overall Size: 52" Wide x 40" High, elevated on posts.



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION**

A portion of the Waters Edge Boulevard Right-of-Way as dedicated per the plat of Waters Edge - Phase I, as per Map Book 46, Pages 57 through 60, Public Records of Volusia County, Florida.



**Case No.:** 15-97500006

**Applicant:** Karen Koch, Waters Edge Homeowners Association

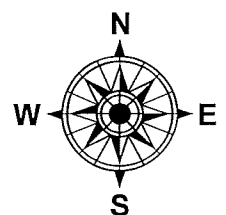
**Location:** A portion of the Waters Edge Boulevard Right-of-Way as per the Waters Edge - Phase I subdivision plat

**Requested Action:** To approve and authorize the execution of a right-of-way license agreement for the construction of an announcement sign in the Waters Edge Boulevard Right-of-Way



# Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Google earth

feet  
meters



*Waters Edge at Port Orange Homeowner's Association, Inc.*

*c/o Karen Koch Inc, PO Box 291282, Port Orange, FL 32129*

*Phone: 386-767-8282, Fax: 386-767-2828*

*www.watersedge-hoa.com; www.karenkoch.com*

July 28, 2015

IMPROVEMENT APPLICATION

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

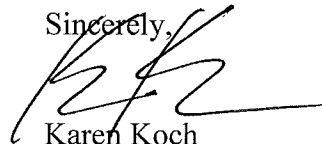
Dear Sirs;

Waters Edge at Port Orange Homeowners Association is requesting your approval for an improvement in the right-of-way of Waters Edge Boulevard by allowing the installation of an outdoor announcement sign. The location is within a paved median break approximately five hundred (500) feet south of the northernmost intersection with Airport Road. The proposed location appears to provide for "conspicuous" posting required by FS 720.306 (5). The sign would be for daylight viewing only and would not be lighted. An application for improvements in the right-of-way and aerial photos of the location are enclosed.

As you know, homeowner's associations are required by Florida Statute to provide advance notice of some meetings. Because Waters Edge currently has 1,100 homes with 1,221 planned at completion, notice by mail is expensive as is the maintenance of electronic lists. The community does not currently publish a Newsletter. The legal posting requirement is being met with the use of small, corrugated paper signs on wires, which are placed and removed monthly. In addition to required meeting notices, the board could also announce special events and community activities.

Waters Edge is prepared to purchase and install the outdoor announcement board and believes it will improve communication and community spirit. Your early consideration is appreciated. Please let me know if additional information is required.

Sincerely,



Karen Koch

Community Association Manager

cc: Board of Directors  
via eMail



# EAST ALIGNMENT

RIGHT-OF-WAY LINE

NORTH

2' MIAMI GUTTER

STA 15+88.69 11.5'L

INLET C-101  
TC = 23.70 23.71  
INV = 18.50 19.46

POTABLE WATER MAIN

PRC = 15+70.64

STORM PIPE

2" PVC CONDUIT (RIGATION)

18" FDOT TYP CURB & GUTTER TYP. ALL

FLORIDA POWER & LIGHT CONDUIT

PROPOSED SIGN LOCATION

SEWER FORCE MAIN

RECLAIM WATER MAIN

M.E.S. #000  
INV = 18.00 17.74  
STA 14+66.71 32.1'R

INLET C-102  
TC = 23.70 23.  
INV = 19.00  
STA 16+33.88 11

M.E.S. #103  
INV = 17.70 17.68  
STA 16+01.59 85.5'R

WET RETENTION AREA-RA19

NWI = 10.70



REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
SEPTEMBER 22, 2015

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

Pledge of Allegiance

Silent Invocation

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

Robin Fenwick, City Clerk, read a portion of the Port Orange City Council Rules of Procedure as approved by City Council on December 2, 2014. (Page 3, portions of letter (e) and #9 (a-e).

PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-32 - Police Pension change

Mayor Green read Ordinance No. 2015-32.

ORDINANCE NO. 2015-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 54, ARTICLE V, ENTITLED "POLICE PENSION FUND"; AMENDING SECTION 54-123, PARTICIPATION; PROVIDING AN OPTION PERMITTING THE POLICE CHIEF TO ELECT TO NOT PARTICIPATE IN THE POLICE PENSION FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-32  
on second reading was made by Vice

Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

#### 5. Discussion of Budget and Proposed Millage Rate FY15-16

Mayor Green asked Council which option as listed in the agenda packet they prefer:

- (1) Adopt the millage of 4.392 (3% above roll back) and make no changes in the General Fund budget presented on September 9 and tentatively adopted.
- (2) Adopt the millage of 4.392 (3% above roll back). Use the Non-departmental Contingency of \$54,784 to fund a Community Development Engineer for nine months.
- (3) Adopt the millage of 4.392 (3% above roll back). Add the Community Development Engineer for nine months, delete one Recreation Supervisor and decrease the non-departmental Contingency by \$2,526 to \$51,514.
- (4) Delete one Recreation Supervisor position and reduce the millage from 4.392 to 4.371.

Margaret Roberts, City Attorney, announced the public hearing to discuss the millage rate and budget. City Council discussion of the final millage necessary to fund the 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 ensued. The final millage rate to be levied 4.3920 mills per \$1,000.00 of valuation and is a 3% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2641 mills per \$1,000.00 of valuation.

Councilman Stiltner liked option #2 to include the Community Development Engineer so that shovel ready projects are ready for upcoming grant cycles. He does not support cutting the Parks position being requested. He wants to see more events within the City.

Vice Mayor Bastian agreed with option #2.

Councilman Burnette also agreed with option #2 although he would have rather gone to roll-back. He wants the level of service restored.

Councilman Ford preferred option #3. He feels the Parks Department is getting enough additional personnel.

Mayor Green prefers to go to roll back. He also supported option #3.

There were no public comments.

Councilman Ford doesn't agree with the millage rate at 4.3920 and will vote against the resolutions.

6. Resolution No. 15-60 - Adopting the Final Millage Rate for FY 15-16

Mayor Green read Resolution No. 15-60.

RESOLUTION NO. 15-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-60  
was made by Vice Mayor Bastian, and  
Seconded by Councilman Burnette.

Ted Noffall, citizen, doesn't believe the millage rate needs to be raised to meet the proposed budget. He suggested moving the funds back to the enterprise fund that were moved to the general fund this year.

Motion carried 3-2 by roll call vote with  
Mayor Green and Councilman Ford  
voting no.

Mayor Green announced the adopted final millage rate of 4.3920 mills per \$1,000.00 of valuation is a 3% increase in ad valorem tax revenues above the rolled-back rate.

7. Resolution No. 15-61 - Adopting the Final Operating Budget for FY 15-16

Mayor Green read Resolution No. 15-61.

RESOLUTION NO. 15-61

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, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$93,680,318; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-61  
was made by Vice Mayor Bastian, and  
Seconded by Councilman Burnette.

Motion carried unanimously by roll call vote.

8. Resolution No. 15-62 - Adopting the Final Capital Budget for FY15-16

Mayor Green read Resolution No. 15-62.

RESOLUTION NO. 15-62

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, 2015 THROUGH SEPTEMBER 30, 2016 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,410,440; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-62 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.  
Motion carried 4-1 by roll call vote with Councilman Ford voting no.

9. Resolution No. 15-63 - Adopting the Final Millage Rate for FY15-16 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 15-63.

RESOLUTION NO. 15-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-63 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.  
Motion carried 4-1 by roll call vote with Councilman Ford voting no.

10. Resolution No. 15-64 - Adopting the Final Operating Budget for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 15-64.

RESOLUTION NO. 15-64

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, 2015 THROUGH SEPTEMBER 30, 2016; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$443,659; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-64 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.  
Motion carried 4-1 by roll call vote with Councilman Ford voting no.

11. Resolution No. 15-65 - Adopting the Final Millage Rate for FY 15-16 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 15-65.

RESOLUTION NO. 15-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-65 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.  
Motion carried unanimously by roll call vote.

12. Resolution No. 15-66 - Adopting the Final Operating Budget for FY 15-16 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 15-66.

RESOLUTION NO. 15-66

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, 2015 THROUGH SEPTEMBER 30, 2016; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$187.834; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-66  
was made by Vice Mayor Bastian, and  
Seconded by Councilman Burnette.  
Motion carried unanimously by roll call  
vote.

In addition to the forgoing general operating budget/millage levy, there is a voter approved millage levy of 0.4350 mills to fund the debt

13. First Reading - Ordinance No. 2015-34 - LDC Amendment/Medical Marijuana Related Uses; Case No. 15-25000002

Mayor Green read Ordinance No. 2015-34.

ORDINANCE NO. 2015-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2 TO ADD DEFINITIONS RELATED TO MEDICAL MARIJUANA; AMENDING CHAPTER 12 TO ADD PARKING REQUIREMENTS FOR MEDICAL MARIJUANA RELATED USES; AMENDING CHAPTER 16 TO ADD MARIJUANA RELATED USES TO THE LIST OF PROHIBITED HOME OCCUPATIONS; AMENDING CHAPTER 17 TO ADD MEDICAL MARIJUANA DISPENSARIES AS A SPECIAL EXCEPTION USE IN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT; TO ADD MEDICAL MARIJUANA CULTIVATION AND MEDICAL MARIJUANA PROCESSING FACILITIES AS SPECIAL EXCEPTION USES IN THE COMMERCIAL INDUSTRIAL (CI) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; AMENDING CHAPTER 18 TO ADD SPECIAL REQUIREMENTS FOR THESE SPECIAL EXCEPTION USES; PROVIDING FOR REPEAL OF CONFLICTING

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

Motion to adopt Ordinance No. 2015-34  
on first reading was made by Vice  
Mayor Bastian, and Seconded by  
Councilman Burnette.

Penny Cruz, Planner, explained that several cities around Florida have begun rezoning commercial areas for the uses. The amendment clearly defines the various uses. They are being added as special exception usages. It will be prohibited as a home occupational license. Staff and Planning Commissioners have recommended approval. The moratorium is expiring in October, 2015.

Councilman Ford asked that they not be in the Ridgewood Corridor.

Councilman Burnette supports staying ahead of the issue.

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

C. AGENDA APPROVAL

Items pulled: 24 (c), 26, and 28, and 31.

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

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball provided details of the CAC meetings held recently.

15. Charter Review Board Appointment

Motion to nominate Newton White and  
Willie Scales to the Charter Review  
Board was made by Vice Mayor  
Bastian, and Seconded by Councilman  
Ford.

Willie Scales, applicant and Port Orange citizen, introduced himself to Council.

Newton White, applicant and Port Orange citizen, expressed his interest in serving the community.

Motion carried unanimously by voice vote.

#### 16. Planning Commission Appointments

Vice Mayor Bastian received a call from Mr. Bofamy, who was unable to attend.

Councilman Stiltner would like to see diversity and members from all districts. He would like to consider Maria Mills-Benat.

Councilman Burnette suggested Jeremy Terhune.

Councilman Ford suggested Newton White for his historical knowledge of the City.

Mayor Green thanked the three current members for their service.

Each applicant introduced themselves to Council and provided their backgrounds.

Motion to appoint Newton White, Sonya Laney, and John Junco was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

#### 17. Parks & Recreation Advisory Board Appointment

Mayor Green nominated Bobby Ball.

Chase Tramont, applicant and Port Orange citizen, introduced himself.

Bobby Ball, applicant and Port Orange citizen, addressed Council regarding his background.

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

#### 18. Police Pension Board Appointment (5th Member) - Continued on September 9, 2015



Motion to approve Warren Carmen as the fifth member of the Police Pension Board was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Warren Carmen, applicant, introduced himself to Council and provided his background. Motion carried unanimously by roll call vote.

E. CITIZEN PARTICIPATION (Agenda)

19. Paul & Paula Strickland - 6214 Yellowstone Drive Code Enforcement Lien

Paul Strickland, 6214 Yellowstone Drive, addressed Council regarding the code enforcement lien for not pulling a permit when building an enclosed room. They tore down the structure to be in compliance and thought all was handled but subsequently found out about a \$17,000 lien. He asked for a reduction of the lien.

Councilman Ford wants to make the City whole but agrees to a reduction. Council Members agreed.

Jake Johansson, City Manager, will find out the true costs and report back to Mr. and Mrs. Strickland and Council.

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

Scott Martin, Martin Golf Coast LLC, advised that his company would like to bid on an RFP on bus benches in the future.

Mr. Noftall addressed Council regarding the City Manager's "read file". He doesn't agree with the City Manager's decision to limit the emails being included in the read file.

Andy Clark, All Aboard Properties, discussed his desire to tear down Whiskey River Bar to expand the Port Orange Flea Market. An amendment to the LDC may be needed. Councilman Ford thanked Mr. Clark for his work at the flea market.

G. COUNCIL COMMENTS

20. Comments/Concerns from Council Members

Councilman Burnette expressed concern with too much tree trimming that causes the tree to die so that the property owner can remove the tree legally.

Councilman Ford asked that a discussion be held regarding open government. He thinks two meetings a month may have been a mistake. He also wants the workshops

to include Special Meetings so that votes can take place. Mr. Johansson believes the budget process has lengthened the meetings. He will be able to better manage the agenda as he learns more.

#### H. CONSENT AGENDA

21. Approval of Minutes
  - a. August 25, 2015 - City Council Workshop
  - b. September 1, 2015 - City Council Workshop
  - c. September 9, 2015 - Regular City Council Meeting
  - d. September 15, 2015 - City Council Workshop
22. Resolution No. 15-67 - Budget Appropriations
23. Special Events
  - a. Major Special Event Request – Biketoberfest at The Last Resort Bar located at 5812 South Ridgewood Ave., Hunt for Cars at 5796 South Ridgewood Ave., and Best Cars at 5816 South Ridgewood Ave.
  - b. Major Special Event Request – Biketoberfest at First Turn Steakhouse & Lounge - 5236 S. Ridgewood Ave., 5164 S. Ridgewood Ave., 5204 S. Ridgewood Ave., and 5218 S. Ridgewood Ave.
  - c. Authorization for two Pumpkin Patch Minor Special Events to exceed seven consecutive calendar days
24. Contract Items
  - a. Contract with HD Supply Water Works, LTD for Purchase of Water Meter Transceivers
  - b. Contract for Services with ACET Recycling, LLC
  - c. Rejection of Bid (RFP 15-25 Bus Bench Advertising) and Removal of Benches
  - d. Authorization to Extend and Encumber \$14,185.00 with Glencoe Lawns Inc. and \$100,982.00 with Barton & Barton, Inc. for Landscape Maintenance for FY2016.
  - e. Piggyback Agreement with Flowers Chemical Laboratories, Inc. for Laboratory Services for Water & Wastewater Facilities
  - f. Amendment to the Contract with Zev Cohen & Associates, Inc. (ZCA) for Professional Engineering Services for the S. Ridgewood Avenue median landscape and irrigation improvements from SR421 (Dunlawton Avenue) to Rose Bay Bridge.
  - g. Renewal of Service Contract with Halifax Humane Society
  - h. Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
25. Spending Authorizations
  - a. FY2016 Spending Authorization with Barney's Pumps, Inc.
  - b. FY2016 Spending Authorization with Hach Company
  - c. FY2016 Spending Authorization with Pace Analytical Services, Inc. and Amendment No. 1
  - d. FY2016 Spending Authority for HD Supply Waterworks, Ltd.
  - e. FY2016 Spending Authorization with Ferguson Enterprises, Inc.

26. Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. widening
27. Interlocal Agreement with Town of Ponce Inlet for Construction of Sewer Laterals
28. Bid Award for Annual Supply of Water and Wastewater Chemicals
29. Proposed License Agreement – Lot 7, Countryside PUD, Phase IV-C Subdivision; 961 Smokerise Boulevard
30. Proposed License Agreement – Lots 7, 8, 9, 10, Block 6, E.H. Herrich Subdivision; 308 Ocean Avenue
31. Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc.
32. Police Benevolent Association Lieutenants (PBA Lt.) 2015-2016 Wage Reopener (Article 24) on the 2014-2017 Collective Bargaining Agreement and Memorandum of Understanding.

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

Item #24(c) - Rejection of Bid (RFP 15-25 Bus Bench Advertising) and Removal of Benches

Councilman Burnette doesn't want to remove the bus benches. He believes it is an inconvenience for our citizens. Ms. Roberts advised that the County met with City Staff to replace the bus benches.

Councilman Ford agreed with Councilman Burnette but wants the bus benches removed so that new ones can be put in that are ADA compliant. He wants a study to determine where the benches are truly needed.

Motion to reject all bids was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Mr. White supports City benches without advertising.

Mayor Green asked that the study include the costs, including maintenance.

Mr. Martin advised that his benches are ADA compliant and agrees the current benches need to be removed.

Motion carried 4-1 by roll call vote with Councilman Burnette voting no.

Item #26 - Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. widening

Ms. Roberts asked Council to continue the item until October 6, 2015 so that minor changes can be made and reviewed by Council. Councilman Ford asked for confirmation on the extent of the project. She advised that the City is relocating lines to allow for the construction of the new road.

Motion to continue item until October 6, 2015 was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

Item # 28 – Bid Award for Annual Supply of Water and Wastewater Chemicals

Ms. Roberts advised that Airgas Carbonic may have some issues delivering by October 1, 2015. She asked Council for approval to work with the vendor regarding delivery and asked for authority up to \$40,000 to negotiate with the next lowest vendor if Airgas Carbonic is unable to deliver the chemicals by October 1, 2015.

Motion was made to approve the contracts with the amendment as to Airgas Carbonic as presented was made by Councilman Stiltner, and Seconded by Vice Mayor Bastian.

Mr. Noftall addressed Council regarding the E&O insurance with Harcross. He asked if the fluoridated water is safe for use by residents. He doesn't support the added fluoride in the City's water.

Jill Jenkins, citizen, addressed Council objecting to fluoridation of the City's water.

Motion carried 4-1 with Vice Mayor Bastian voting no.

Mayor and Council asked Mr. Johansson to consider a workshop regarding the need for fluoride in the drinking water.

Item #31 - Proposed License Agreement For Waters Edge At Port Orange Homeowners Association, Inc.

Mayor Green asked if the location is different and if the sign is over the pipes.

Margaret Momberger, Construction Engineering Manager, said the location is different. Public Utilities Staff has review the request and had no objections to the project. Ms. Roberts advised that the burden is on the HOA to move the sign if the pipe needs work.

Motion to continue to October 6, 2015 awaiting an answer as to the pipes was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

#### I. REGULAR AGENDA

33. Request for a \$50,000 Local Contribution for Two Florida Housing Finance Corporation (FHFC) Applications

Motion to approve the requests for fee deferral was made by Councilman Burnette, and Seconded by vice Mayor Bastian.

Councilman Ford is concerned with traffic on Herbert Street. He suggested offering the \$50,000 to the applicants to direct them to build in areas needed and wanted rather than areas with traffic or other issues. Mayor Green agreed.

Motion failed 0-5.

34. Halifax Paving Lake Excavation Contract - Progress Report Update

Andy Neff, Public Utilities Director, provided details of the excavation contract with Halifax Paving. The lake has been excavated and other finishing items are being completed.

Councilman Ford thanked Mr. Neff for the project management by Staff. Councilman Burnette agreed.

35. Award of RFP #15-27 for insurance for property, general/professional liability, auto, and workers' compensation coverage

George Erickson, Siver Insurance, provided details of the proposals as originally provided. FMIT saves the City approximately \$200,000. The recommendation from him and the Committee is to approve FMIT.

Mayor Green asked if the City Manager can negotiate with FMIT. Ms. Roberts said yes.

Councilman Ford asked if the policies can be split. He likes the cheaper price of FMIT but wants to support the local company.

Council supports splitting the policies.

Mayor Green preferred to have the City Manager negotiate with FMIT.

Mr. Erickson advised that FMIT has reduced the wind deductible to 3%. He advised that Brown and Brown includes a \$75,000 broker fee.

Ms. Roberts advised that approving a split will require budget appropriations and the motion needs to state such.

Robert Lloyd, Brown & Brown, advised that there will not be a \$75,000 broker fee involved.

David Lodwick, FMIT, addressed Council regarding their low bid and their level of service.

Councilman Burnette asked if the return of premium of \$79,210 is guaranteed. Paula DiChiara, Risk Manager, said it is based on claims.

Motion to approve a split award as presented by Staff subject to budget appropriations was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried 4-1 by roll call vote with Mayor Green voting no.

#### J. COMMENTS

##### 36. City Attorney Comments

There were none.

##### 37. City Manager Comments

Mr. Johansson asked Council to consider reasonable accommodations for Alan Rosen living in Ormond Beach rather than Port Orange to live within walking distance of a synagogue.

Council agreed based on Federal Law.

Mr. Johansson addressed the issues with the read file, including the costs involved in reviewing and redacting.

**K. COUNCIL COMMITTEE REPORTS**

38. City Council Committee Reports
- a. Arthaus – Councilman Burnette reported on the sidewalk chalk event needing sponsors during Family Days.
  - b. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette reported on the upcoming event dates.
  - c. Roundtable of Volusia County Elected Officials - Mayor Green said they discussed homelessness, beach, traffic, and water issues.
  - d. Volusia League of Cities – Mayor Green reported that the dinner is Thursday, September 24, 2015.

Mayor Green thanked David Harden for his service. Mr. Harden advised that there were seven (7) positions moved around in the budget. They were split and now they are not.

Council thanked Mr. Harden.

ADJOURNMENT: 8:45 p.m.

---

Mayor Allen Green

Attest:

---

Robin Fenwick, CMC  
City Clerk



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Resolution No. 15-68 - Florida City Government Week

**DEPARTMENT:** City Manager

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**RECOMMENDED MOTION:** Move to approve Resolution 15-68 - recognizing the week of October 18-24, 2015 as "Florida City Government Week," and support "My City: I'm Part of It, I'm Proud of It" events.

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**SUMMARY:** Recognizing the week of October 18-24, 2015 as "Florida City Government Week," and to encourage all Florida City officials to support this celebration and the "My City: I'm Part of It, I'm Proud of It" events.

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| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                                                |                     |
|----|------------------------------------------------|---------------------|
| 1. | Reso. No. 15-68 - Florida City Government Week | Reso. No. 15-68.pdf |
|----|------------------------------------------------|---------------------|

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Donahue, Kent  
Johansson, M. Jake  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/22/2015  
Approved - 09/30/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

---



RESOLUTION NO. 15-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RECOGNIZING THE WEEK OF OCTOBER 18-24, 2015, AS "FLORIDA CITY GOVERNMENT WEEK," AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN THE "MY CITY: I'M PART OF IT, I'M PROUD OF IT!" ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives; and

WHEREAS, Florida City Government Week offers a great opportunity to spread the word to all Floridians that they can shape and influence this branch of government, which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information.

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

(RESO. NO. 15-68)

Section 1. The Port Orange City Council encourages all city officials, city employees, school officials and citizens to participate in events that recognize Florida City Government Week and to celebrate it throughout Florida.

Section 2. The Port Orange City Council supports and encourages all city governments to promote, sponsor and participate in “My City: I’m Part of It, I’m Proud of It!”

Section 3. That a copy of this resolution be provided to Florida Governor Rick Scott, the Florida Cabinet, Florida School Boards Association and the membership of the Florida League of Cities, Inc.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Adopted on the       day of

Reviewed and Approved: \_\_\_\_\_  
City Attorney



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Resolution No. 15-69 - Encouraging Congress to fund the Community Development Block Grant Program

**DEPARTMENT:** City Manager

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**RECOMMENDED MOTION:** Move to approve Resolution 15-69 - that encourages the U.S. Congress to provide at least \$3.3 billion in formula funding for Community Development Block Grant (CDBG) program .

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**SUMMARY:** This resolution encourages U.S. Congress to provide at least \$3.3 billion in formula funding for Community Development Block Grant (CDBG) program that assists communities with project that benefit low/moderate income neighborhoods.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                 |                     |
|----|-----------------|---------------------|
| 1. | Reso. No. 15-69 | Reso. No. 15-69.pdf |
|----|-----------------|---------------------|

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Donahue, Kent  
Johansson, M. Jake  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/22/2015  
Approved - 09/30/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

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RESOLUTION NO. 15-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORT ORANGE, VOLUSIA COUNTY, FLORIDA; URGING  
CONGRESS TO MAINTAIN FUNDING FOR THE COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM; AND  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Development Block Grant (CDBG) program was enacted and signed into law by President Gerald Ford as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, the CDBG program has as its primary objective “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income”; and

WHEREAS, the CDBG program has considerable flexibility to allow municipalities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, the National League of Cities, the U.S. Conference of Mayors, the National Association of Counties, and state and local government-sector associations are unanimous in their support of the CDBG and the need to keep this program intact; and

WHEREAS, according to the U.S. Department of Housing and Urban Development, the CDBG is most commonly used to support activities that improve the quality of life in communities; to promote energy conservation and renewable energy resources; for construction of and improvements to public infrastructure such as streets, sidewalks, and water and sewer facilities; and for small business assistance to spur economic development and job creation/retention; and

WHEREAS, since 2010, Congress has cut CDBG funding by more than \$1 billion; and

WHEREAS, Florida’s local governments will receive about \$130 million in CDBG grants in fiscal year 2015 to catalyze or support employment, housing and neighborhood revitalization efforts; and

WHEREAS, nationally, for every dollar of CDBG funding invested in a project another \$4.05 is leveraged from other sources; and

WHEREAS, over the past nine years, the CDBG program has created or retained 330,546 jobs for low- and moderate-income persons through a variety of economic development activities.

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

Section 1. The Port Orange City Council encourages the U.S. Congress to provide at least \$3.3 billion in formula funding for CDBG.

Section 2. That a copy of this resolution be sent to the Florida Congressional Delegation, the National League of Cities, the secretary of the U.S. Department of Housing and Urban Development, and the membership of the Florida League of Cities, Inc.

Section 3. That this resolution shall become effective upon adoption and shall remain in effect until repealed and hereby repeals all conflicting resolutions.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Adopted on the       day of

Reviewed and Approved: \_\_\_\_\_  
City Attorney



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Resolution No. 15-70 - Voting Rights Act 50th Anniversary

**DEPARTMENT:** City Manager

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**RECOMMENDED MOTION:** Move to approve Resolution No. 15-70 - Voting Rights Act 50th Anniversary

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**SUMMARY:** Recognizing the 50th Anniversary of the Voting Rights Act and encouraging the cause of voter equality and equal access to the political process.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                 |                     |
|----|-----------------|---------------------|
| 1. | Reso. No. 15-70 | Reso. No. 15-70.pdf |
|----|-----------------|---------------------|

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Donahue, Kent  
Johansson, M. Jake  
Riehm, Tracey  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/22/2015  
Approved - 09/22/2015  
Approved - 09/29/2015  
Approved - 09/30/2015  
Final Approval - 09/30/2015

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## RESOLUTION NO. 15-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RECOGNIZING THE 50th ANNIVERSARY OF THE VOTING RIGHTS ACT AND ENCOURAGING CITY OFFICIALS TO CONTINUE TO ADVANCE THE CAUSE OF VOTER EQUALITY AND EQUAL ACCESS TO THE POLITICAL PROCESS.

WHEREAS, on August 6, 1965, President Lyndon B. Johnson signed into law the Voting Rights Act of 1965, a landmark piece of federal legislation Congress later amended five times to expand its protections; and

WHEREAS, in 1868, Congress ratified the right to equal protection under the law with the 14<sup>th</sup> Amendment, and in 1870, it ratified the 15th Amendment, which declared the right to vote shall not be denied or abridged on the basis of race, color or previous condition of servitude; and

WHEREAS, between 1870 and 1965, African Americans faced discriminatory barriers such as poll taxes, literacy tests, vouchers of "good character," disqualification for "crimes of moral turpitude," and other unscrupulous tactics intended to keep them from the polls on Election Day; and

WHEREAS, by 1910, violence and discrimination resulted in most African American citizens being disenfranchised and removed from the voter rolls in the former Confederate States, negatively impacting the promise of equal protection under the law; and

WHEREAS, other people of color (Native American, Latino and Asian American/Pacific Islander) also have experienced similar attempts to disenfranchise citizens in their communities throughout the United States; and

WHEREAS, by 1965, efforts to break the grip of state disenfranchisement had achieved only modest success overall and in some areas were almost entirely ineffectual, and numerous acts of violence and terrorism, as well as the murder of voting-rights activists in Philadelphia and Mississippi gained national attention; and

WHEREAS, the unprovoked attack on March 7, 1965, known as *Bloody Sunday*, by state troopers on peaceful marchers in Selma, Alabama, who were en route to the state capitol in Montgomery, persuaded President Lyndon B. Johnson and the U.S. Congress to overcome Southern legislators' resistance to effective voting rights legislation and was the impetus for hearings on the bill that would become the Voting Rights Act; and

WHEREAS, often regarded as one of the most effective civil rights laws, the Voting Rights Act was passed with the intent to ban discriminatory voting policies at all levels of government; and

WHEREAS, the Voting Rights Act is credited for the enfranchisement of millions of minority voters, as well as the diversification of the electorate and legislative bodies throughout all levels of government.

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

Section 1. That the City of Port Orange encourages all city officials and residents to recognize the importance of the Voting Rights Act and continue to help advance the cause of voter equality and equal access to the political process for all people in order to protect the rights of every American.

Section 2. That the City of Port Orange further encourages city officials and residents to continue to educate the next generation about the importance of civic engagement in our communities.

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MAYOR ALLEN GREEN

ATTEST:

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Robin L. Fenwick, CMC, City Clerk

Adopted on the       day of

Reviewed and Approved: \_\_\_\_\_  
City Attorney





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Resolution No. 15-72 - ICMA-RC Manager 401(a) Retirement Plan

**DEPARTMENT:** Administrative Services

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**RECOMMENDED MOTION:** Move to approve Resolution No. 15-72 for the ICMA-RC City Manager, Money Purchase Retirement Plan and Administrative Services Agreement.

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**SUMMARY:** The attached Retirement Plan and Administrative Agreement has been prepared consistent with the employment agreement for City Manager, Michael Johansson.

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| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                 |                     |
|----|-----------------|---------------------|
| 1. | Reso. No. 15-72 | Reso. No. 15-72.pdf |
|----|-----------------|---------------------|

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|                    |                                |
|--------------------|--------------------------------|
| London, Tracy      | Created/Initiated - 09/30/2015 |
| Rosen, Alan        | Approved - 10/01/2015          |
| Riehm, Tracey      | Approved - 10/01/2015          |
| Roberts, Margaret  | Approved - 10/01/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

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RESOLUTION NO. 15-72

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MONEY PURCHASE RETIREMENT PLAN FOR THE CITY MANAGER; AUTHORIZING THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION ADMINISTRATIVE SERVICES AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THIS PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has employees rendering valuable services;  
and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

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

SECTION 1. The City Council of the City of Port Orange, hereby establishes a money purchase retirement plan (the "Plan") to be known as the ICMA Retirement Corporation Government Money Purchase Plan & Trust for the City Manager, pursuant to the specific provisions of the Adoption Agreement (copy attached hereto as **Exhibit "A"**).

SECTION 2. The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.

SECTION 3. The City Council of the City of Port Orange has executed the Declaration of Trust of VantageTrust, for any retirement or deferred compensation plan established by the Employer, for the assets of the plan to be invested in the VantageTrust.

SECTION 4. The City Council of the City of Port Orange has approved the Administrative Services Agreement.

SECTION 5. The City Council of the City of Port Orange hereby authorizes the Mayor and City Clerk to execute and attest all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

SECTION 6. This resolution shall become effective immediately upon final passage by the City Council.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, City Clerk

Adopted on the     day of

Reviewed and Approved: \_\_\_\_\_  
City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number 10- 8525 \_\_\_\_\_

The Employer hereby establishes a Money Purchase Plan and Trust to be known as New City Manager 401 (a)  
\_\_\_\_\_ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☐ Yes

☒ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. **Employer:** City of Port Orange

**II. Effective Dates**

- ☐ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☒ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:  
August 13, 2015

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year will mean:**

- ☒ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

- ☐ The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

**IV. Normal Retirement Age shall be age 55 (not to exceed age 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

- ☒ A. **Employer Contributions.** The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ N/A for the Plan Year (subject to the limitations of Article V of the Plan).  
Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☒ B. **Mandatory Participant Contributions for Plan Participation.**

**Required Mandatory Contributions.** A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes

☐ No

**Employee Opt-In Mandatory Contributions.** Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

**Contribution Schedule.**

- (i) \_\_\_\_\_ % of Earnings,
- (ii) \$ \_\_\_\_\_, or
- (iii) a whole percentage of Earnings between the range of 5% to 20% (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

**Employer "Pick up".** The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ **C. Election Window** (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 60 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ **A. Fixed Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☒ **B. Variable Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

.5 % for each 1 % of the Voluntary Participant Contributions made by the Participant to the 457 **Deferred Compensation Plan** for the Plan Year (not including Participant contributions exceeding 3 % of Earnings or \$ \_\_\_\_\_);

---

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed 3% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes    ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Weekly

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Weekly

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- a. Plan contributions will be made based on differential wage payments:

☐ Yes    ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here: \_\_\_\_\_

- b. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes    ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here: \_\_\_\_\_

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime  
☐ Yes ☒ No
2. Bonuses  
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is \_\_\_\_\_.

*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. \_\_\_\_\_

*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*



## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

| Period of<br>Service<br>Completed | Percent<br>Vested |
|-----------------------------------|-------------------|
| Zero                              | 100 %             |
| One                               | %                 |
| Two                               | %                 |
| Three                             | %                 |
| Four                              | %                 |
| Five                              | %                 |
| Six                               | %                 |
| Seven                             | %                 |
| Eight                             | %                 |
| Nine                              | %                 |
| Ten                               | %                 |

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age  
☒ Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)  
☐ Alternate age (after Normal Retirement Age): \_\_\_\_\_  
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

## XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: \_\_\_\_\_

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

#### XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☒ All Eligible Employees  
☐ Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation  
☐ B. Accrued unpaid sick leave  
☒ C. Accrued unpaid vacation and sick leave  
☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Resolution No. 15-74 - Lien Amnesty Program

**DEPARTMENT:** Community Development

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**RECOMMENDED MOTION:** Move to approve Resolution No. 15-74.

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**SUMMARY:**

At the June 30 Council workshop, Council directed staff to prepare documents to establish a lien amnesty program with the following parameters:

|                                       |                                                                                                                                                                                                                                                                                                     |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application Fee:                      | \$100 (non-refundable)                                                                                                                                                                                                                                                                              |
| Reduction Amount:                     | 75%                                                                                                                                                                                                                                                                                                 |
| Program Length:                       | 18 Months with the ability to extend or restart at a later date                                                                                                                                                                                                                                     |
| Payment Due:                          | Within 90 days                                                                                                                                                                                                                                                                                      |
| Approval by:                          | <ul style="list-style-type: none"><li>• City Manager up to and including \$25,000 (Finance Director &amp; City Manager; All liens reduced at the manager level must be reported to Council)</li><li>• Over \$25,000 by City Council</li></ul>                                                       |
| Property Type Eligible:               | Residential & Non-Residential                                                                                                                                                                                                                                                                       |
| Eligibility:                          | <ul style="list-style-type: none"><li>• Current Owner, Landlord, Bank, Buyer</li><li>• No current violations on property</li><li>• For landlords – each property must be a separate application</li><li>• Applicant shall not be the owner responsible for the violation that led to lien</li></ul> |
| Liens Eligible for Reduction Program: | Code Enforcement Penalty Fines                                                                                                                                                                                                                                                                      |

Effective code enforcement is accomplished through various elements of City action including but not limited to Inspections, Notices of Violation, Special Magistrate Hearings and ultimately the possible imposition of fines. Code Enforcement fines are most often imposed at a set amount per day by the Special Magistrate. Should the violation not be corrected, the fines may continue to accrue on a daily basis until compliance is achieved. At times, violators fail to achieve compliance for months or years. Even when compliance is achieved the violator may fail to provide payment.

The City files liens in order to enable it to collect amounts owed in the future should the property change hands. Those fines can at times grow to significant sums. Currently, property owners can petition the City Council to consider reducing such fines on a case by case basis.

Staff has an ultimate goal of compliance as to code violations and the Code Enforcement Lien Amnesty Program provides a reasonable time period during which property owners may take advantage of the opportunity to bring their property into compliance and rectify outstanding Code Enforcement liens at a reduced cost.

Project              Funding Account  
No.:                  No.:

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**ATTACHMENTS:**

|    |                 |                     |
|----|-----------------|---------------------|
| 1. | Reso. No. 15-74 | Reso. No. 15-74.pdf |
|----|-----------------|---------------------|

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|                    |                                |
|--------------------|--------------------------------|
| Cruz, Penelope     | Created/Initiated - 07/14/2015 |
| Clark, Wayne       | Approved - 07/14/2015          |
| Riehm, Tracey      | Approved - 07/17/2015          |
| Roberts, Margaret  | Approved - 10/01/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

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RESOLUTION NO. 15-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,  
ESTABLISHING THE CODE ENFORCEMENT LIEN  
AMNESTY PROGRAM; PROVIDING FOR APPLICANT  
REQUIREMENTS; AND PROVIDING AN EFFECTIVE  
DATE.

WHEREAS, the code enforcement liens are imposed pursuant to Chapter 42 of the Code of Ordinances of the City of Port Orange and Chapter 162 of the Florida Statutes; and

WHEREAS, the Special Magistrate and Code Enforcement Board impose liens to obtain compliance with the codes adopted by the City of Port Orange City Council; and

WHEREAS, the City Council has the authority to execute a satisfaction or release of the code enforcement liens; and

WHEREAS, the City Council desires to provide compliant property owners with a time-certain Code Enforcement Lien Amnesty Program (the "Program") to encourage property owners to bring their properties into compliance and pay part of the outstanding code enforcement liens; and

WHEREAS, the City Council of Port Orange has determined that it is in the best interest of the citizens of the City of Port Orange to establish the Program; and

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

Section 1. The City of Port Orange City Council hereby establishes a Code Enforcement Lien Amnesty Program ("Program") as described in this Resolution. The Program shall commence on adoption of this Resolution and shall continue until April 5, 2017.

Section 2. During the term of the Program, the City Manager is authorized to release code enforcement liens that are not in excess of Twenty-Five Thousand Dollars (\$25,000.00). The City Manager shall provide a report to the City Council for all liens released every fiscal quarter. Any code enforcement lien having a balance of more than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be released only upon City Council review and approval.

Section 3. In order to qualify and participate in the Code Enforcement Lien Amnesty Program, the applicant shall be required to meet the following conditions:

- (a) The property that is the subject of the lien shall comply at the time of application with all City of Port Orange Code of Ordinances, including but not limited to the Florida Building Code and Fire Codes; and
- (b) The Applicant shall be the current property owner(s) of the subject property; and
- (c) The Applicant shall not have been the owner(s) at the time of any previous code violation that resulted in the outstanding lien of record; and
- (d) The Applicant who owns multiple properties within the City of Port Orange with code enforcement liens shall make separate applications for each property, with each application being subject to the application fee; and
- (e) Residential and commercial properties shall be eligible to participate in the program; and
- (f) A property owner shall complete an application form approved by the department director as designated by the city manager. Applications shall be available at the designated department and online at [www.port-orange.org](http://www.port-orange.org). Completed applications and the application fee, may be returned in person to the designated department.
- (g) A property owner who applies for the Code Enforcement Lien Amnesty Program, in addition to completing an application, shall remit a non-refundable application fee in the amount of One Hundred and NO/100 Dollars (\$100.00), for each application.
- (h) A property owner shall pay within 90 days from the date of approval of the application, the sum equal to 25% of all of the outstanding code enforcement lien(s) plus actual costs incurred by the city as a result of the code enforcement case(s), imposition of the lien(s) and remediation of the violation.

Section 4. Upon compliance with the requirements set forth in this Resolution, the City shall execute an administrative Release of Lien, and shall record the Release of Lien in the office of the Clerk of Court in Volusia County, Florida.

Section 5. The City Attorney's Office shall review and approve as to form all documents prior to their execution.



Section 6. This resolution shall only apply to code enforcement liens.

Section 7. This resolution shall take effect immediately upon its adoption.

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MAYOR ALLEN GREEN

ATTEST:

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Robin L. Fenwick, CMC, City Clerk

Adopted this       day of

Reviewed and approved: \_\_\_\_\_  
City Attorney



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** FY 2016 Expenditure Authorization for AT&T Mobility Wireless Communication Services & Equipment

**DEPARTMENT:** Administrative Services

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**RECOMMENDED MOTION:** Move to authorize FY 2016 expenditures with AT&T Mobility National Accounts, LLC, in an amount not to exceed \$158,000, for citywide wireless communication services and equipment.

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**SUMMARY:** The City is currently under contract through October of 2016 with AT&T Mobility National Accounts, LLC, through a Western States Contracting Alliance. AT&T Mobility currently provides wireless communication service for 142 mobile phones, which includes 82 smart phones, as well as 154 wireless data devices used throughout the City. These figures include mobile phones for Police and Fire Rescue. Anticipated expenses for FY 2016 relating to all mobile phones and data cards are estimated near \$158,000. Details relating to monthly service fees are addressed in the attached memorandum. Information Technology administers the AT&T contract and is responsible for monitoring citywide expenditures under the current contract. Funding for wireless services comes from the communication services line item (512.44-00) of the operating budgets of each Department and will be fully funded upon approval of the FY 2016 budget.

Project No.: N/A      Funding Account No.: Multiple Accounts (41-00)

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## ATTACHMENTS:

|    |                                    |                                                |
|----|------------------------------------|------------------------------------------------|
| 1. | IT Manager Memorandum              | ATT Memorandum.pdf                             |
| 2. | Port Orange Participating Addendum | City of Port Orange Participating Addendum.pdf |
| 3. | WSCA Master Agreement              | WSCA Master Agreement.pdf                      |

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Hicks, James  
Rosen, Alan  
Riehm, Tracey  
Johansson, M. Jake

Created/Initiated - 08/11/2015  
Approved - 08/12/2015  
Approved - 09/28/2015  
Final Approval - 09/30/2015

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**CITY OF PORT ORANGE**  
**INFORMATION TECHNOLOGY DIVISION**  
**Administrative Services Department**

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1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5550  
FAX 386-506-5559  
[www.port-orange.org](http://www.port-orange.org)



**Memorandum**

**TO:** Alan Rosen, Interim Administrative Services Director

**FROM:** James Hicks, Information Technology Manager

**DATE:** 8/15/2015

**SUBJECT:** AT&T Mobility Annual Expenditures for Wireless Communication Services & Equipment

The City currently utilizes AT&T Mobility National Accounts, LLC, as it's provider of wireless communication services and equipment. The current contract, through a Western States Contracting Alliance was ratified by City Council at the December 10<sup>th</sup>, 2013 meeting and is effective through October 31<sup>st</sup>, 2016. The present contract does not require the City to purchase goods in any set quantity nor does it require the City to purchase unnecessary services.

The Information Technology division oversees the contract as well as manages the purchasing and issuing of wireless devices to the respective departments within the City. Presently, the City maintains 142 mobile phones and 154 wireless data cards, a majority of which are issued to Public Safety.

The current agreement with AT&T Mobility provides the City with the following features:

- A pool of 20,100 minutes per month to be shared amongst all 142 mobile phones.
- Unlimited data usage for each mobile data card.
- Unlimited data usage and text messaging for smart phones.
- Waived activation fees
- No early termination fees

The pricing structure is as follows:

- \$35.00/month for basic wireless phones.
- \$53.50/month for smart phones with email capability
- \$39.99/month for wireless data cards.

The request to authorize an annual expenditure not to exceed \$158,000 with AT&T Mobility takes into account the monthly service charges for all wireless phones and data cards, device purchases and replacements, and accessories such as cases, car chargers, and holsters.

Although Information Technology oversees the contract and manages the devices, actual costs are budgeted in and billed to each department as part of their communication services (512.44-00) line items.

James Hicks  
Information Technology Manager

PARTICIPATING ADDENDUM UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE WIRELESS COMMUNICATION  
SERVICES AND EQUIPMENT BID NUMBER RFP: #1907

PARTICIPANT: CITY OF PORT ORANGE

This Participating Addendum (the "PA") is made this 10 day of December, 2013 (the "PA Effective Date"), between CITY OF PORT ORANGE ("Participant") and AT&T Mobility National Accounts LLC ("Contractor"). (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties.")

**Section 1. Recitals.**

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance (WSCA), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re- stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates CITY OF PORT ORANGE as the only authorized Participating Entity(ies) under the Agreement, effective upon written approval by WSCA within thirty (30) days after submission. Failure of WSCA to approve shall render the Participating Addendum null and void.

**Section 4. Purchase Orders.** Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

**Section 5. Primary Contacts.****Participant:**

Name: Deb Trainor  
 Title: Administrator  
 Address: 1000 City Center Circle  
 Port Orange, Florida 32129  
 Telephone: 386-506-5550  
 Fax Number:  
 E-Mail: [dtrainor@port-orange.org](mailto:dtrainor@port-orange.org)

**Lead State:**

Name: Teri Becker  
 Title: Purchasing Officer  
 Address: 515 E. Musser St., Suite 300  
 Carson City, Nevada 89701  
 Telephone: 775-684-0178  
 Fax Number: 775-684-0188  
 E-Mail: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov)

**Contractor Account Team:**

Name: Alpresia Pressley  
 Title: Account Manager  
 Address: 675 W. Peachtree Street  
 Atlanta, Georgia 30308  
 Telephone: 404-927-6546  
 Fax Number: 770-360-5082  
 E-Mail: [ap6788@att.com](mailto:ap6788@att.com)

**Contractor Main:**

Name: Twila Lively  
 Title: Manager, Sales Operations  
 Address: 2600 Camino Road  
 San Ramon, California 94583  
 Telephone: (925) 487-9945  
 Fax Number: (510) 261-2155  
 E-Mail: [twilalively@att.com](mailto:twilalively@att.com)

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

**Section 8. Notice of Administration Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- WSCA Fees. Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the

schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto, except as set forth in Exhibit "1" hereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

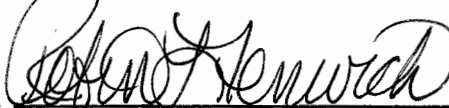
**CITY OF PORT ORANGE**



Allen Green, duly authorized  
Title: Mayor

Date: DEC 10, 2013

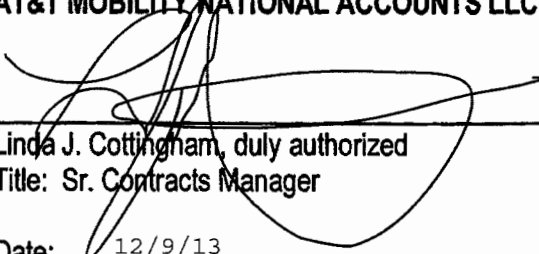
**ATTEST:**



Robin L. Fenwick, CMC, duly authorized  
Title: City Clerk

Date: DEC. 10, 2013

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**



Linda J. Cottingham, duly authorized  
Title: Sr. Contracts Manager

Date: 12/9/13

**EXHIBIT "1"**

**SUPPLEMENTAL CONDITIONS TO THE PARTICIPATING ADDENDUM UNDER THE WESTERN STATES  
CONTRACTING ALLIANCE WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP:#1907  
BETWEEN CITY OF PORT ORANGE, FLORIDA AND AT&T MOBILITY NATIONAL ACCOUNTS,LLC**

**1. Workers Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with limits of \$500,000.00 each employee per accident for bodily injury by accident or disease \$1,000,000.00, per incident per employee, and in all instances shall comply with Chapter 440, Florida Statutes.

**General Requirements:**

**f. Approved Insurer: Each insurance policy shall be:**

- 1) Issued by insurance companies eligible to do business in the State of Florida, the Lead State and Participating States or eligible surplus lines insurers acceptable to the Participant, Lead State and Participating States and having agents upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

- 2. 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; and (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.

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



## MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance  
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

### RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

## 2. **DEFINITIONS.**

2.1 **“Contract” and “Master Service Agreement”** mean this document, entitled “Master Service Agreement,” including, without limitation, Contractor’s Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 **“Contractor”** means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 **“Fiscal Year”** is the Lead State’s fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 **“Participant” and/or “Participating State”** means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 **“Participating Addendum” and/or “PA”** mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 **“Participating Entity” and/or “Buyer”** mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 **“Special Terms and Conditions”** means Contractor’s additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 **“State” and/or “Lead State”** means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 **“Sub-PA”** means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 **“Total Wireless Spend”** means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 **“WSCA”** means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. **CONSIDERATION.** The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. **PAYMENT.** Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. **TAXES.**

**13.1 Payable By Participating Entities.** Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

**13.2 Payable by Contractor.** Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

**14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES.** Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

**15. ORDER NUMBERS.** To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**16. WSCA ADMINISTRATION FEE; REPORTS.** The Contractor will pay WSCA an Administration Fee of  $1/10^{\text{th}}$  of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

**17. DELIVERY.** The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

**18. HAZARDOUS CHEMICAL INFORMATION.** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

**19. INSPECTIONS.** Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

## **20. INSPECTION & AUDIT.**

**20.1 WSCA's Rights.** The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

**20.2 Participating Entities' Rights.** Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

## **21. DEFAULT; REMEDIES.**

**21.1. WSCA's Rights Upon Default.** Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

**21.2 Participating Entity's Rights Upon Default.** Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

**21.3 No Cross Termination.** Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

**21.4 Post-Termination Issues.** In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

**22. REMEDIES NON-EXCLUSIVE.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

**23. LIMITED LIABILITY.** The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

**24. FORCE MAJEURE.** Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**25. INDEMNIFICATION.**

**25.1 Contractor's Obligations to WSCA.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.



**25.2 Contractor's Obligations to Participating Entities.** The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

**25.3 Exception.** Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

**26. INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:
  - \$25,000,000.00** General Aggregate
  - \$25,000,000.00** Products & Completed Operations Aggregate
  - \$5,000,000.00** Personal and Advertising Injury
  - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
  - 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
- The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**General Requirements:**

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

**Mail all required insurance documents to the Lead State identified on page one of the Contract**

**27. COMPLIANCE WITH LEGAL OBLIGATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

**28. WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**29. SEVERABILITY.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**30. ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

**31. OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

**32. PATENTS, COPYRIGHTS, ETC.** The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

**33. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

**34. CONFIDENTIALITY.** Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

**35. NONDISCRIMINATION.** Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

**36. FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. **GOVERNING LAW; JURISDICTION.**

44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. **SIGNATURES IN COUNTERPART.** The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

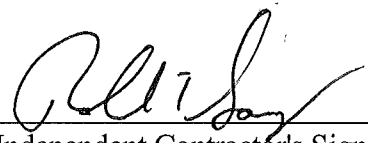
46. **AMENDMENTS.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

  
Independent Contractor's Signature

AT-T  
Date Independent Contractor's Title

Signature

Director of Contracts  
Date Title

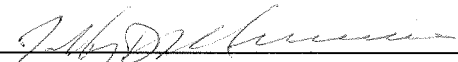
  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 3-14-12  
(Date)

On \_\_\_\_\_  
(Date)

Approved as to form by:

  
Deputy Attorney General for Attorney General

On 14 Mar. 12  
(Date)





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** FY 2016 Expenditure Authorization for Level 3 Communications (Formerly Time Warner Telecom, Inc.)

**DEPARTMENT:** Administrative Services

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**RECOMMENDED MOTION:** Move to authorize FY 2016 expenditures with Level3 Communications in an amount not to exceed \$120,000, for citywide internet, metro-ethernet, and telephony services.

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**SUMMARY:** The City is currently under a 2003 Master Service Agreement and subsequent renewal agreements with Level3 Communications (formerly Time Warner Telecom Holdings, Inc.). The latest renewal agreement, ratified by City Council in October of 2014, expires on October 4th, 2016.

Level3 Communications provides enterprise internet access, metro-ethernet connectivity, and telephony services to the City.

Metro-ethernet services provided by Level3 allow City facilities not currently accessible via the municipal fiber optic ring to access City resources securely. This includes Fire Stations 72, 74, & 75, the Parks Maintenance facility, and the Cypress Head meter reading tower.

Telephony services provided by Level3 integrate into the City's existing voice-over-IP infrastructure enabling local and long distance service.

Information Technology oversees the contract administration and covers the costs related to the internet and telephony services. Individual departments are charged for actual long distance telephone usage.

Project No.: N/A      Funding Account No.: 501-0700-519.41-00

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## ATTACHMENTS:

|    |                                     |                                                        |
|----|-------------------------------------|--------------------------------------------------------|
| 1. | 2003/2006 Master Services Agreement | 301986 TFL City of Port Orange-CPO 160394-Contract.pdf |
| 2. | 2012 Internet Renewal - 48 Months   | 2012 Internet Service Order.pdf                        |
| 3. | 2012 Voice Renewal - 48 Months      | 2012 Voice Service Order.pdf                           |

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Hicks, James  
Rosen, Alan  
Riehm, Tracey  
Johansson, M. Jake

Created/Initiated - 09/23/2015  
Approved - 09/25/2015  
Approved - 09/28/2015  
Final Approval - 09/29/2015

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## INTERNET SERVICE AGREEMENT

LDT'S  
No. 301986TFL  
CPO 160394

|                                                                   |                                                                             |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Contract Classification:</b> <u>NEW</u>                        |                                                                             |
| <input type="radio"/> TWTC Standard Terms and Conditions Attached | <input checked="" type="radio"/> TWTC Standard Terms and Conditions On File |
| <input type="radio"/> Master Service Agreement Attached           | <input type="radio"/> Master Service Agreement On File                      |
| Date: 6/11/03                                                     | Date:                                                                       |

**General Terms:** Customer also agrees to TWTC's Standard Terms and Conditions or Master Services Agreement referred to above and incorporated by this reference, which shall only apply to the Internet Services purchased hereunder.

**Usage:** The Customer will not originate the transmission of or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's Acceptable Use Policy ("AUP"), which is located at <http://info.twtelecom.net/info.php?id=2>, as the same may be modified from time to time.

**Customer Premises Equipment:** In the event Customer purchases any equipment from TWTC, the charges for which are set forth below, TWTC will provide the initial configuration, installation, and testing to ensure the equipment functions properly. TWTC otherwise provides the equipment "AS IS" and disclaims all warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. Once the equipment is installed and working, Customer assumes full responsibility for the equipment, including maintenance, repair, configuration, and troubleshooting. Customer may apply for a warranty or purchase a maintenance agreement directly from Cisco Systems, <http://www.cisco.com/>. If Customer cancels or modifies an order to purchase customer premises equipment from TWTC prior to installation, restocking charges may apply.

| Customer Information                                                                       |                                                                                            |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Customer Name:</b> CITY OF PORT ORANGE                                                  | <b>Account Number:</b>                                                                     |
| <b>Service Address:</b> 1395 DUNLAWTON AVE.                                                | <b>Billing Address:</b> 1000 CITY CENTER CIRCLE                                            |
| <b>City, State, Zip:</b> PORT ORANGE, FLORIDA 32129                                        | <b>City, State, Zip:</b> PORT ORANGE, FLORIDA 32129                                        |
| <b>Procurement Contact:</b> TOM FITZGERALD                                                 | <b>Billing Contact:</b> TOM FITZGERALD                                                     |
| <b>Phone:</b> 386-506-5544                                                                 | <b>Phone:</b> 386-506-5544                                                                 |
| <b>Fax:</b>                                                                                | <b>Fax:</b>                                                                                |
| <b>Email:</b> <a href="mailto:TFITZGERALD@PORT-ORANGE.ORG">TFITZGERALD@PORT-ORANGE.ORG</a> | <b>Email:</b> <a href="mailto:TFITZGERALD@PORT-ORANGE.ORG">TFITZGERALD@PORT-ORANGE.ORG</a> |

**Term: 36 Months**

Customer approves and accepts this Internet Service Agreement ("Agreement") which fully incorporates the associated Time Warner Telecom Standard Terms and Conditions or Master Services Agreement attached or referred to in this order. Desired Installation Date is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Agreement has full and complete authority to bind Customer.

Customer has read and agrees with the IP policy at <http://info.twtelecom.net/info.php?id=26>, the Acceptable Use Policy at <http://info.twtelecom.net/info.php?id=2>, and the Completion of Service Policy at <http://info.twtelecom.net/info.php?id=3>

If Managed Security Services ("MSS") are included in this Agreement, Customer has read and agrees with the Managed Security Service Addendum attached hereto and incorporated herein by reference as Exhibit A.

Time Warner Telecom of Florida, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its managing general partner

Accepted by TWTC:

Service Order Accepted by Customer:

Customer Name: CITY OF PORT ORANGE

Signature:

Name:

Title:

Date:

Sales Person:

*[Signature]*  
GABINO NIETO  
VP/EM

2-23-06

JEFF YOUNGMAN

Signature:

Name:

Title:

Date:

*[Signature]*  
Kenneth W. Parker

City Manager

1/25/06

| Service Description                                                                                                                          |                       | Unit Price | Quantity | Monthly Total | Unit Install | Total Install |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|----------|---------------|--------------|---------------|
| <b>Internet Access (Bandwidth)</b>                                                                                                           |                       |            |          |               |              |               |
| Mbps                                                                                                                                         | Offering              |            |          |               |              |               |
| 1.544                                                                                                                                        | T1                    | \$ 385.00  | 1        | \$ 385.00     |              | \$ 50.00      |
| <input type="checkbox"/> Usage rate table for Burstable service attached                                                                     |                       |            |          |               |              |               |
| <b>Internet Transport (Local Loop)</b>                                                                                                       |                       |            |          |               |              |               |
| T1                                                                                                                                           |                       | \$ 65.00   | 1        | \$ 65.00      |              | \$ -          |
| Select EIS Product Delivery: <input type="checkbox"/> Collocation <input type="checkbox"/> NLAN <input type="checkbox"/> SNLAN               |                       |            |          |               |              |               |
| Ethernet or Fast Ethernet Interface: <input type="checkbox"/> 10 Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 10/100 Mbps |                       |            |          |               |              |               |
| Gigabit Customer Fiber Interface: <input type="checkbox"/> Multi-mode <input type="checkbox"/> Single-mode                                   |                       |            |          |               |              |               |
| <b>Equipment Purchases</b>                                                                                                                   |                       |            |          |               |              |               |
| Router                                                                                                                                       |                       |            |          |               |              |               |
| CSU /DSU                                                                                                                                     |                       |            |          |               |              |               |
| Miscellaneous                                                                                                                                |                       |            |          |               |              |               |
| ONNET T-1.....                                                                                                                               |                       |            |          |               |              |               |
| <b>Other</b>                                                                                                                                 |                       |            |          |               |              |               |
| Primary DNS (11+) -                                                                                                                          |                       |            |          |               |              |               |
| Secondary DNS (51+)                                                                                                                          |                       |            |          |               |              |               |
| <b>Managed Security Services</b>                                                                                                             |                       |            |          |               |              |               |
| Mbps                                                                                                                                         | Offering              |            |          |               |              |               |
|                                                                                                                                              | CLICK HERE FOR CHOICE |            |          |               |              |               |
| MSS Product Delivery: <input type="checkbox"/> Network-based <input type="checkbox"/> CPE-based <input type="checkbox"/> Both                |                       |            |          |               |              |               |
| <b>Shared Web Hosting</b>                                                                                                                    |                       |            |          |               |              |               |
| Offering                                                                                                                                     |                       |            |          |               |              |               |
| CLICK HERE FOR CHOICE                                                                                                                        |                       |            |          |               |              |               |
| <b>TOTAL</b>                                                                                                                                 |                       |            |          | \$ 450.00     |              | \$ 50.00      |

#### Included Services for Internet Service:

- \* Primary DNS (up to 10 domains)
- \* Secondary DNS (up to 50 domains)
- \* IP address space with proper justification
- \* Customer premise router available through TWTC for an additional charge
- \* 24 x 7 Internet trouble shooting of Internet Access and Transport (excludes router and CSU/DSU purchased through TWTC)
- \* Full-service Usenet NNRP/NNTP access and/or feeds (on request)
- \* Web-based bandwidth usage reports, inbound and outbound traffic (on request)#
- \* Backup MX (mail exchange) record (on request)
- \* For Burstable Internet Access#:
  - \* Customer will be billed in advance for the base rate of the service and billed in arrears for prior month's bandwidth utilization.
  - \* The price listed in the pricing section above for Burstable Internet Access services represents the base rate to the customer each month regardless of utilization. Additional utilization charges apply to this service based on the rate-table listed in the Notes section of this Agreement.
- \* Customer agrees not to limit or hinder TWTC's access to the TWTC owned interface used for purposes of determining actual usage. If Customer does not allow, or in any way hinders such access, TWTC, at its sole option, may charge Customer and Customer agrees to pay the maximum amount of actual usage available, or TWTC may suspend or terminate services and take any and all action under law or at equity to collect outstanding charges.
- \* Usage calculations will be based on the 95th percentile of sustained bandwidth utilization. This encompasses both ingress and egress traffic, which are evaluated as independent statistics and not based on an aggregate basis.

Note: # - Not available in all areas or on all products.

#### Included Services for Shared Web Hosting:

TWTC's Shared Web Hosting Service utilizes shared server platforms operating with either Linux or Microsoft operating systems. The servers are located in a safe, controlled environment where they are maintained by qualified engineering staff and monitored on a 24x7 basis.

#### TWTC is responsible for providing the following:

\* **Service Availability Objective** -- TWTC's Hosting Solution (hereafter referred to as "TWTC'S") will be available to Customer an average of 99.50% of the time during any billing month. The average availability will be calculated based on availability during each 30-day billing period. Scheduled downtime for urgent maintenance of up to two (2) hours per monthly billing period shall not be counted as downtime for the purpose of the availability calculation in the event TWTC provides Customer with prior email or phone notice as soon as practicable of (and in no event less than twenty-four (24) hours before) the commencement of such scheduled downtime, and such scheduled downtime does not take place on weekdays between 0600hr and 2000hr EST. Non-urgent maintenance of up to three (3) hours per month shall not be counted as downtime for the purpose of the availability calculation provided that such non-urgent maintenance occurs M-F from 0000hr to 0500hr EST. From time to time, TWTC may submit to Customer requests to perform maintenance outside of the maintenance windows described above, and Customer agrees to accommodate such requests as soon as reasonably possible.

All other times during which the TWTC'S is not available shall be counted as downtime, including but not limited to, application not available. If TWTC reasonably determines that the TWTC'S was unavailable for two or more (but fewer than four) consecutive hours during any calendar month, except as otherwise provided above for maintenance, TWTC, upon Customer's request, will credit Customer's account an amount equal to 1/30th of the recurring charges associated with the affected TWTC'S. If TWTC reasonably determines that the TWTC'S was unavailable for four or more consecutive hours during any calendar month, except as otherwise provided above for maintenance, TWTC, upon Customer's request, will credit Customer's account an amount equal to 7/30th of the recurring charges associated with the affected TWTC'S. The credits described above are in lieu of any applicable outage credits specified in the Agreement for TWTC'S.

\* **Hardware** -- TWTC has hardware available on site for replacement. All hardware has a 24-hour replacement guarantee. In most cases defective hardware shall be replaced in less than 12 hours.

\* **Network** -- TWTC is constantly striving to improve the TWTC Network and performs continual audits, improvements and upgrades for hardware, software and bandwidth resources to provide the highest performance network available. TWTC will work with Customers to resolve problems that may occur as a result of unstable external network conditions.

\* **Disaster Recovery** -- When a disruption occurs to TWTC'S, TWTC shall promptly begin efforts to restore the TWTC'S to properly process new incoming connections. After the TWTC'S is restored, users will typically have access only to new data until data backups from offline sources are complete. All data not immediately accessible after a disruption shall be restored from offline archives and made accessible within 14 hours of service disruption. In order to assure the readiness of TWTC operators to complete the offline restoration process, TWTC runs frequent drills to test, troubleshoot and improve restoration performance. In the unlikely event that the TWTC'S is affected, the following process and disaster recovery plan will be exercised:

\* **Service Disruptions** -- Service disruptions shall be classified by degree of severity. TWTC has implemented three unique operational plans for disruptions to the TWTC'S.

##### 1. Support Time Frames

a. Severity 1 Incident: TWTC's server, network, or material application is experiencing an outage with no work-around. TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 4 hours, and shall make continuous efforts on a 24/7 basis to resolve such outage.

b. Severity 2 Incident: TWTC's server, network, or material application is still up but performance is significantly degraded; however, a workaround exists; or the function that is unavailable is required for a secondary business process. TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 14 hours, and shall make continuous efforts, from 7 AM to 11 PM Eastern Standard Time, to resolve such problem.

c. Severity 3 Incident: Day-to-day business requests or problems that deal with single servers in a redundant environment (clustered servers or a server acting in concert to provide a client service, e.g., proxy services). TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 74 hours, and shall make commercially reasonable efforts to answer such requests or resolve such problems.

\* **Service Unavailability** -- If TWTC'S is temporarily unavailable due to server or network problems, all incoming connections shall be redirected to service unavailable pages until server operation is restored.

\* **Loss of Data**: In the unlikely event that data becomes corrupted, data shall be recovered from offline, archived media within eight (8) hours after the TWTC'S is restored.

\* **Disruption Recovery** -- TWTC technicians and automated monitoring systems shall continually assess availability and response times. Any disruption shall be immediately reported to system operators. TWTC's system operators, who are able to diagnose system failure modes and implement recovery plans, shall be available 24 hours per day, seven days per week. TWTC's system operators have 24/7 access to all relevant server locations.

#### The Customer is solely responsible for providing the following:

\* Reading the Welcome Letter and appropriate guides prior to setting up the server.

\* Supplying a personal computer that has Internet connectivity and uses a web browser that meets TWTC's minimum standards (as of 08/24/2004, Netscape Navigator version 4.7 or later, Microsoft Internet Explorer version 5.0 or later). These standards may change in the future. To manage the server from the user interface (UI), Customer must have Java and Java Script enabled.

\* File Transfer Protocol (FTP) and a Graphical User Interface (GUI) version of an FTP program is preferred.

\* Internet connection to remotely access and administer the server.

\* Customer is responsible for uploading site/email/FTP information to the server.

\* Customer is responsible for all third-party software they load to the server.

\* Customer is responsible for administration and provisioning of email clients pointed at the email server.

| Internet Information                                                                                         | TWTC                                                                                                                                                               | Customer                                     | Other                                                                                              |                 |  |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------|--|
| Primary DNS provided by?                                                                                     | <input type="checkbox"/> YES                                                                                                                                       | <input checked="" type="checkbox"/> YES      | <input type="checkbox"/> YES                                                                       | Domain Name(s)? |  |
| Secondary DNS provided by?                                                                                   | <input type="checkbox"/> YES                                                                                                                                       | <input checked="" type="checkbox"/> YES      | <input type="checkbox"/> YES                                                                       | Domain Name(s)? |  |
| Shared Web Hosting Domain Name(s)?                                                                           |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |
| Zone listings obtained?                                                                                      | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 |                                                                                                    |                 |  |
| Number of IP's requested?                                                                                    | 4<br>(If over 2 usable requested, must submit IP justification form located at <a href="http://info.twtelecom.net/ip.html">http://info.twtelecom.net/ip.html</a> ) |                                              |                                                                                                    |                 |  |
| Customer Multihoming?                                                                                        | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 | If YES, with who?                                                                                  |                 |  |
| Customer requesting BGP?                                                                                     | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 | BGP request form required, see <a href="http://info.twtelecom.net/">http://info.twtelecom.net/</a> |                 |  |
| Customer an ISP?                                                                                             | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 | If YES, describe in <i>Notes section</i>                                                           |                 |  |
| Usenet NNRP Newsread?                                                                                        | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 |                                                                                                    |                 |  |
| Usenet NNTP Newsfeed?                                                                                        | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> YES                 |                                                                                                    |                 |  |
| Bandwidth utilization reports?                                                                               | <input type="checkbox"/> NO                                                                                                                                        | <input type="checkbox"/> YES                 |                                                                                                    |                 |  |
| <b>Note: Customer is responsible for any changes that need to be made with the Customer's DNS registrar.</b> |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |
| <b>Hardware</b>                                                                                              |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |
| Router:                                                                                                      | Mfg:                                                                                                                                                               | Model:                                       |                                                                                                    |                 |  |
| CSU/DSU:                                                                                                     | Mfg:                                                                                                                                                               | Model:                                       |                                                                                                    |                 |  |
| Provided by                                                                                                  | <input type="checkbox"/> TWTC                                                                                                                                      | <input checked="" type="checkbox"/> Customer | <input type="checkbox"/> Integrator                                                                |                 |  |
| Configure TWTC provided hardware? *                                                                          | <input type="checkbox"/> TWTC                                                                                                                                      | <input checked="" type="checkbox"/> Customer | If TWTC, describe in <i>Notes section</i>                                                          |                 |  |
| Packet Filter                                                                                                | <input checked="" type="checkbox"/> NO                                                                                                                             | <input type="checkbox"/> Standard            | (no inbound connections except DNS and SMTP)                                                       |                 |  |
| Firewall                                                                                                     | <input type="checkbox"/> NO                                                                                                                                        | <input type="checkbox"/> YES                 | Mfg / Model:                                                                                       |                 |  |
| <b>* TWTC will only configure equipment purchased from TWTC.</b>                                             |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |
| <b>Notes:</b>                                                                                                |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |
|                                                                                                              |                                                                                                                                                                    |                                              |                                                                                                    |                 |  |

## Customer Information and Contract Specifications

**Customer Name:** City of Port Orange

### Service Order

This Service Order is entered into by tw telecom holdings inc. on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of Port Orange ("Customer"). It is effective upon execution by both Parties ("Effective Date").

| Service Address                                               | Description                           | Order Type | Term (Months) | Qty | Unit MRC   | Unit NRC | Total MRC         | Total NRC     |
|---------------------------------------------------------------|---------------------------------------|------------|---------------|-----|------------|----------|-------------------|---------------|
| 1000 City Center CIR,<br>Port Orange, FL 32129-9619           | NLAN - Enterprise Switched 20 Mbps    | Renewal    | 48            | 1   | \$269.00   | \$0.00   | \$269.00          | \$0.00        |
|                                                               | - Service Level = 24x7x4              |            |               |     |            |          |                   |               |
|                                                               | Port 100 Mbps                         |            |               | 1   | \$276.00   | \$0.00   | \$276.00          | \$0.00        |
|                                                               | VLAN Tag - UTS                        |            |               | 1   | \$0.00     | \$0.00   | \$0.00            | \$0.00        |
|                                                               | <b>Subtotal</b>                       |            |               |     |            |          | <b>\$545.00</b>   | <b>\$0.00</b> |
| 1000 City Center CIR,<br>Port Orange, FL 32129-9619           | Internet Access - 40 Mbps             | Renewal    | 48            | 1   | \$1,037.00 | \$0.00   | \$1,037.00        | \$0.00        |
|                                                               | - Service Level = 24x7x4              |            |               |     |            |          |                   |               |
|                                                               | - Primary DNS (up to 10)              |            |               |     |            |          |                   |               |
|                                                               | - Secondary DNS (up to 50)            |            |               |     |            |          |                   |               |
|                                                               | Internet Transport - Ethernet 100Mbps |            |               | 1   | \$276.00   | \$0.00   | \$276.00          | \$0.00        |
|                                                               | <b>Subtotal</b>                       |            |               |     |            |          | <b>\$1,313.00</b> | <b>\$0.00</b> |
| 1701 Town West<br>Boulevard CT, Port<br>Orange, FL 32128-7402 | NLAN - Enterprise Switched 3 Mbps     | Renewal    | 48            | 1   | \$64.00    | \$0.00   | \$64.00           | \$0.00        |
|                                                               | - Service Level = 24x7x4              |            |               |     |            |          |                   |               |
|                                                               | NLAN Local Loop                       |            |               | 2   | \$129.00   | \$0.00   | \$258.00          | \$0.00        |
|                                                               | Port 100 Mbps                         |            |               | 1   | \$376.00   | \$0.00   | \$376.00          | \$0.00        |
|                                                               | VLAN Tag - UTS                        |            |               | 1   | \$0.00     | \$0.00   | \$0.00            | \$0.00        |
|                                                               | <b>Subtotal</b>                       |            |               |     |            |          | <b>\$698.00</b>   | <b>\$0.00</b> |
| 5839 Trailwood DR, Port<br>Orange, FL 32127-6729              | NLAN - Enterprise Switched 3 Mbps     | Renewal    | 48            | 1   | \$64.00    | \$0.00   | \$64.00           | \$0.00        |
|                                                               | - Service Level = 24x7x4              |            |               |     |            |          |                   |               |
|                                                               | NLAN Local Loop                       |            |               | 2   | \$129.00   | \$0.00   | \$258.00          | \$0.00        |
|                                                               | Port 100 Mbps                         |            |               | 1   | \$376.00   | \$0.00   | \$376.00          | \$0.00        |
|                                                               | VLAN Tag - UTS                        |            |               | 1   | \$0.00     | \$0.00   | \$0.00            | \$0.00        |
|                                                               | <b>Subtotal</b>                       |            |               |     |            |          | <b>\$698.00</b>   | <b>\$0.00</b> |
| 6027 Central Park<br>BLVD, Port Orange, FL<br>32127-9540      | NLAN - Enterprise Switched 3 Mbps     | Renewal    | 48            | 1   | \$64.00    | \$0.00   | \$64.00           | \$0.00        |
|                                                               | - Service Level = 24x7x4              |            |               |     |            |          |                   |               |
|                                                               | NLAN Local Loop                       |            |               | 2   | \$129.00   | \$0.00   | \$258.00          | \$0.00        |
|                                                               | Port 100 Mbps                         |            |               | 1   | \$376.00   | \$0.00   | \$376.00          | \$0.00        |

|                                                          |                                   |         |    |   |          |        |                   |               |
|----------------------------------------------------------|-----------------------------------|---------|----|---|----------|--------|-------------------|---------------|
|                                                          | VLAN Tag - UTS                    |         |    | 1 | \$0.00   | \$0.00 | \$0.00            | \$0.00        |
|                                                          | <b>Subtotal</b>                   |         |    |   |          |        | <b>\$698.00</b>   | <b>\$0.00</b> |
| 6272 S Williamson<br>BLVD, Port Orange, FL<br>32128-6029 | NLAN - Enterprise Switched 3 Mbps | New     | 48 | 1 | \$64.00  | \$0.00 | \$64.00           | \$0.00        |
|                                                          | - Service Level = 24x7x4          |         |    |   |          |        |                   |               |
|                                                          | NLAN Local Loop                   |         |    | 2 | \$129.00 | \$0.00 | \$258.00          | \$0.00        |
|                                                          | Port 100 Mbps                     |         |    | 1 | \$276.00 | \$0.00 | \$276.00          | \$0.00        |
|                                                          | VLAN Tag - UTS                    |         |    | 1 | \$0.00   | \$0.00 | \$0.00            | \$0.00        |
|                                                          | <b>Subtotal</b>                   |         |    |   |          |        | <b>\$598.00</b>   | <b>\$0.00</b> |
| 8701 Airport RD, Port<br>Orange, FL 32128-7410           | NLAN - Enterprise Switched 6 Mbps | Renewal | 48 | 1 | \$128.00 | \$0.00 | \$128.00          | \$0.00        |
|                                                          | - Service Level = 24x7x4          |         |    |   |          |        |                   |               |
|                                                          | NLAN Local Loop                   |         |    | 4 | \$129.00 | \$0.00 | \$516.00          | \$0.00        |
|                                                          | Port 100 Mbps                     |         |    | 1 | \$376.00 | \$0.00 | \$376.00          | \$0.00        |
|                                                          | VLAN Tag - UTS                    |         |    | 1 | \$0.00   | \$0.00 | \$0.00            | \$0.00        |
|                                                          | <b>Subtotal</b>                   |         |    |   |          |        | <b>\$1,020.00</b> | <b>\$0.00</b> |
|                                                          | <b>Totals</b>                     |         |    |   |          |        | <b>\$5,570.00</b> | <b>\$0.00</b> |

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

### **Contract Provisions**

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

#### **Internet**

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policies at <http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/> and <http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/> and TWTC's Acceptable Use Policy ("AUP") at <http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/>, which may be modified from time to time.

#### **Multiple site services (IP VPN, ILAN, NLAN, ENLAN, Converged, UNI, E-Line, E-Access, and E-NNI)**

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date. Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

#### **Switched NLAN Service**

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporates data switching technology through the use of Ethernet switches in the TWTC Network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to individual Customer and their locations. The SNLAN service will accept and carry Customer's Tagged and Untagged Ethernet traffic from the Customer. If Customer requires TWTC Individual Tag Service, it agrees to utilize the Individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across TWTC's Network. Customer may identify and order these tags by completing the NLAN VLAN Tag Order Form.



**Equipment Recovery**

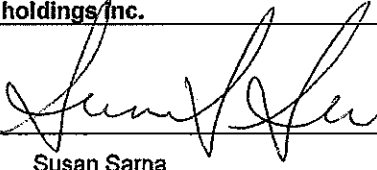
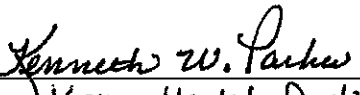
Upon termination of a Service for any reason, TWTC or its representative will contact Customer to schedule a mutually acceptable time and date for TWTC's retrieval of TWTC Equipment located on Customer's premises. Alternatively, TWTC may request that Customer package TWTC's Equipment and return it, at TWTC's cost, to a location identified by TWTC. If Customer does not provide TWTC with access to its premises to allow TWTC to recover the TWTC Equipment within thirty (30) days following TWTC's contact, or if Customer does not ship the TWTC Equipment back to TWTC within the thirty (30) days, then TWTC may charge Customer for the replacement cost of the TWTC Equipment.

**Regulatory and Tax Jurisdiction of Data and Transport Services**

The regulatory jurisdiction and the application of certain taxes and surcharges depends on whether the Services provided are interstate or intrastate. For purposes of the Services ordered herein:

- a) **For Carrier and Internet Service Provider Customers:** The Services will be treated as interstate unless otherwise demonstrated by Customer to TWTC's sole satisfaction. The application of Taxes, including without limitation Universal Service Fund surcharges, will be subject to Customer's timely submitted annual USF Exemption Certificate, if any.
- b) **For End User Customers:** Services that both originate and terminate at Customer locations within the same state will be treated as intrastate for regulatory purposes and the application of Taxes based on Customer's confirmation, evidenced by placing this Order, that such Services carry less than 10% interstate traffic. Customer must promptly advise TWTC in writing if Services that both originate and terminate at Customer locations within the same state are used for a greater proportion of interstate traffic.

**Signature Block**

|                                                                                                |                                                                                                 |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| tw telecom holdings inc.                                                                       | Customer: City of Port Orange                                                                   |
| Signature:  | Signature:  |
| Name: Susan Sarna                                                                              | Name: Kenneth W. Parker                                                                         |
| Title: General Manager                                                                         | Title: City Manager                                                                             |
| Date: 11/8/12                                                                                  | Date: October 4, 2012                                                                           |
| Sales Person: Shawn Fedigan                                                                    |                                                                                                 |

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

## **Standard Terms and Conditions**

These Standard Terms and Conditions ("Agreement") are entered into by tw telecom holdings Inc., a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively "TWTC") and City of Port Orange, a Florida Governmental Entity ("Customer") and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

**1. Service Orders:** Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods ("Service Term"). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive 12 Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

**2. Term of Standard Terms and Conditions:** The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

**3. Cancellation, Modification or Expedition of Orders:** "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website ([www.twtelecom.com](http://www.twtelecom.com)) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) Cancellation. Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) Modification. Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) Expedite. Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) Third Party Charges. In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order.

## **4. TWTC Network, Access and Interconnection:**

(a) Responsibilities. TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point and Inside Wiring. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, co-ordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). Customer agrees to pay Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com) for any Inside Wiring performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide such Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

## **5. Installation and Maintenance:**

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

### **(b) Maintenance:**

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

## **6. Charges, Billing, Taxes and Payment:**

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

**7. Disputes:** If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: <https://billing.twtelecom.com/disputes/>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

#### **8. Service Levels / Service Outage Credits:**

(a) Service Level Agreement ("SLA"). The SLAs provided by TWTC are set forth at <http://www.twtelecom.com/support-information/customer-resources/Product-Resources/>. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.

(b) Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC's Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC's Network; or (ii) on Customer's side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC's then prevailing Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com).

#### **9. Governmental Regulation - Changes:**

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

**10. Indemnification:** Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party ("Indemnitee") from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service.

**11. Limitation of Liability:** Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to

Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

## **12. Termination by TWTC:**

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

**13. Termination by Customer:** Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

**14. Termination Liability:** If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

**15. Assignment:** Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

**16. Entire Agreement:** This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

**17. Force Majeure:** Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

**18. Governing Law - Litigation:** The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Florida excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

**19. Headings:** Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

**20. Notices:** Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, *except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"*. Notice by facsimile or email is deemed given when delivered.

**21. No Waiver:** Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

**22. Public Releases, Use of Name:** Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

**23. Representations and Warranties:** Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

**24. Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

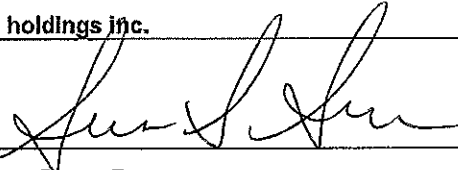
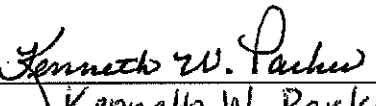
**25. Survival:** The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

**26. Relationship of Parties; No Third Party Beneficiaries:** The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

**27. Confidentiality:** Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing

Information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

### Signature Block

|                                                                                              |                                                                                               |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| tw telecom holdings inc.                                                                     | Customer: City of Port Orange                                                                 |
| Signature:  | Signature:  |
| Name: Susan Sarna                                                                            | Name: Kenneth W. Parker                                                                       |
| Title: General Manager                                                                       | Title: City Manager                                                                           |
| Date: 11/8/12                                                                                | Date: October 4, 2012                                                                         |
| Sales Person: Shawn Fedigan                                                                  |                                                                                               |

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.



# Voice Service Order Form



|                                |
|--------------------------------|
| <b>Contract Classification</b> |
| RENEWAL                        |

☒ Master Services Agreement on File  
☐ TWTC Standard Terms and Conditions on File

|                           |          |
|---------------------------|----------|
| Date of Original on File: | 08/23/03 |
| Date of Original on File: | 0/0/00   |

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and Parties ("Effective Date").  
 City of Port Orange ("Customer"). It is effective upon execution by both

The voice services described herein are governed by TWTC's applicable tariff or price list on file with the state public utilities commission or similar regulatory body (or, in the states of Oregon, Kentucky, Washington, North Carolina, Ohio and Indiana, they are governed by TWTC's Standard Terms and Conditions or Master Services Agreement executed by Customer, and in Ohio by TWTC's service catalog posted at www.twtelecom.com).

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

|                                                 |                                                 |
|-------------------------------------------------|-------------------------------------------------|
| <b>Customer Name:</b> City of Port Orange       |                                                 |
| <b>Service Address:</b> 1000 City Center Circle | <b>Billing Address:</b> 1000 City Center Circle |
| Port Orange, FL 32127-4144                      | Port Orange, FL 32127-4144                      |
| <b>Term:</b> 48 Months                          |                                                 |

|                                                |                                 |            |                             |        |
|------------------------------------------------|---------------------------------|------------|-----------------------------|--------|
| Grand Total (Detailed Price Description Below) | Monthly Recurring Charges "MRC" | \$2,636.00 | Non-Recurring Charges "NRC" | \$0.00 |
|------------------------------------------------|---------------------------------|------------|-----------------------------|--------|

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

tw telecom holdings inc.  
 Signature:   
 Print Name: Susan Sarna  
 Title: GM / VP  
 Date: 11/8/12  
 Sales Person: Shawn Fedigan

Customer: City of Port Orange  
 Signature:   
 Print Name: Kenneth W. Parker  
 Title: City Manager  
 Date: October 4, 2012

Special Provisions for Individual Telephone Number (ITN's): Excluding Services provided in Texas and Hawaii, each ITN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged a \$0.15 MRC and a \$0.35 NRC. ITN rates for Services provided in Hawaii and Texas are specified in TWTC's applicable tariffs.

| VOICE SERVICES: ADDITIONAL DIRECTORY LISTINGS | Unit Price | Quantity | Monthly Total | Unit Install | Total Install |
|-----------------------------------------------|------------|----------|---------------|--------------|---------------|
| Additional Directory Listings                 | \$5.00     | 106      | \$530.00      | \$0.00       | \$0.00        |

| VOICE SERVICES: VOICE T1 | Unit Price          | Quantity | Monthly Total | Unit Install | Total Install |
|--------------------------|---------------------|----------|---------------|--------------|---------------|
| Voice T1 - 2Way (PRI)    | Flat                | 4        | \$1,500.00    | \$0.00       | \$0.00        |
| <Select Service>         | <Select Usage Type> |          |               |              |               |
| <Select Service>         | <Select Usage Type> |          |               |              |               |
| <Select Service>         | <Select Usage Type> |          |               |              |               |
| Voice T1 Feature         | Local Loop          | 4        | \$129.00      | \$0.00       | \$0.00        |
| Voice T1 Feature         | Please describe     |          |               |              |               |
| Voice T1 Feature         | Please describe     |          |               |              |               |

| VOICE SERVICES: INDIVIDUAL TELEPHONE NUMBERS (ITN's) | Unit Price | Quantity | Monthly Total | Unit Install | Total Install |
|------------------------------------------------------|------------|----------|---------------|--------------|---------------|
| Individual Telephone Number (ITN)                    |            |          |               |              |               |
| ITN - 100 numbers or less (HI)                       | \$0.15     | 100      | \$15.00       |              |               |
| ITN - greater than 100 (HI)                          | \$0.15     | 500      | \$75.00       |              |               |

|                      |  |  |            |  |        |
|----------------------|--|--|------------|--|--------|
| VOICE SERVICES TOTAL |  |  | \$2,636.00 |  | \$0.00 |
|----------------------|--|--|------------|--|--------|



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** FY 2016 Expenditure Authorization for SunGard Public Sector, Inc.

**DEPARTMENT:** Administrative Services

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**RECOMMENDED MOTION:** Move to approve spending authorization with SunGard Public Sector, Inc. for annual software maintenance and technical support for FY 2016 in the amount of \$104,442.04; and to authorize the Mayor and City Clerk to execute all documents required for this purpose.

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**SUMMARY:** The City has been under contract with SunGard Public Sector, Inc., and previous to that HTE, Inc., for their proprietary software since 1988. The fee for annual software maintenance and technical support covers thirty (30) software modules currently utilized throughout all City departments, including archived Public Safety operations. A detailed inventory of the modules covered in the annual maintenance contract for FY 2016 is provided in the supporting documentation. The annual support also entitles the City to any new enhancements or upgrades the vendor may make available to these modules.

While the City is moving in the direction of a new financial system in the coming years, it is not anticipated that we will be able to eliminate HTE within this fiscal year.

Project No.: N/A      Funding Account No.: 501-0700-519.46-36

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**ATTACHMENTS:**

|    |                                |                                    |
|----|--------------------------------|------------------------------------|
| 1. | Sungard Maintenance Quote FY16 | SunGard Maintenance Quote.pdf      |
| 2. | SunGard Maintenance Memorandum | SunGard Maintenance Memorandum.pdf |
| 3. | SunGard Maintenance Contract   | SunGard Maintenance Contract.pdf   |

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Hicks, James  
Rosen, Alan  
Riehm, Tracey  
Johansson, M. Jake

Created/Initiated - 09/25/2015  
Approved - 09/25/2015  
Approved - 09/28/2015  
Final Approval - 09/29/2015

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| Code         | Customer            | Contract # | Application                                                            | Qty | 10/1/14-9/30/15      | 10/1/15-9/30/16      |
|--------------|---------------------|------------|------------------------------------------------------------------------|-----|----------------------|----------------------|
| 2171LG       | City of Port Orange | 9803042    | QRep Administrator - 1                                                 | 1   | \$ 316.89            | \$ 326.40            |
| 2171LG       | City of Port Orange | 9803042    | QRep End User -5                                                       | 5   | \$ 1,584.45          | \$ 1,631.98          |
| 2171LG       | City of Port Orange | 2000369    | Click2Gov BP                                                           | 1   | \$ 2,784.09          | \$ 2,867.61          |
| 2171LG       | City of Port Orange | 2000369    | Click2Gov CX                                                           | 1   | \$ 3,036.23          | \$ 3,127.32          |
| 2171LG       | City of Port Orange | 2000369    | Click2Gov Core Module Embedded                                         | 1   | \$ 1,255.47          | \$ 1,293.13          |
| 2171LG       | City of Port Orange | 070834     | Time Keeping Interface - TC                                            | 1   | \$ 693.40            | \$ 714.20            |
| 2171LG       | City of Port Orange | 080321     | NAVI-Building Permits                                                  | 1   | \$ 7,165.09          | \$ 7,380.04          |
| 2171LG       | City of Port Orange | 080321     | NAVI - Business Licenses                                               | 1   | \$ 3,115.03          | \$ 3,208.48          |
| 2171LG       | City of Port Orange | 080321     | NAVI-Code Enforcement                                                  | 1   | \$ 3,115.03          | \$ 3,208.48          |
| 2171LG       | City of Port Orange | 080321     | NAVI - Cash Receipts                                                   | 1   | \$ 3,104.52          | \$ 3,197.66          |
| 2171LG       | City of Port Orange | 080321     | NAVI - Customer Information Systems                                    | 1   | \$ 13,762.86         | \$ 14,175.75         |
| 2171LG       | City of Port Orange | 080321     | NAVI - GMBA w/Extended Reporting                                       | 1   | \$ 12,207.97         | \$ 12,574.21         |
| 2171LG       | City of Port Orange | 080321     | Naviline - Asset Management I                                          | 1   | \$ 2,941.68          | \$ 3,029.93          |
| 2171LG       | City of Port Orange | 080321     | NAVI-Fleet Management                                                  | 1   | \$ 5,909.63          | \$ 6,086.92          |
| 2171LG       | City of Port Orange | 080321     | Naviline-Land/Parcel Management                                        | 1   | \$ 3,225.34          | \$ 3,322.10          |
| 2171LG       | City of Port Orange | 080321     | NAVI-Accounts Receivable                                               | 1   | \$ 4,317.97          | \$ 4,447.51          |
| 2171LG       | City of Port Orange | 080321     | NAVI-PURCHASING INVENTORY                                              | 1   | \$ 6,708.08          | \$ 6,909.32          |
| 2171LG       | City of Port Orange | 080321     | NAVI-Payroll/Personnel                                                 | 1   | \$ 5,095.41          | \$ 5,248.27          |
| 2171LG       | City of Port Orange | 080321     | NAVI - Planning/Engineering                                            | 1   | \$ 5,095.41          | \$ 5,248.27          |
| 2171LG       | City of Port Orange | 080321     | QRep Catalogs for BP, CE,CR, CX, FA, FM, GM, LX, MR, OL, PI, PR, PZ    | 13  | \$ -                 | \$ -                 |
| 2171LG       | City of Port Orange | 080321     | NAVI-DMS - Document Management Services                                | 1   | \$ 1,040.09          | \$ 1,071.29          |
| 2171LG       | City of Port Orange | 081026     | QRep End User                                                          | 5   | \$ 1,639.10          | \$ 1,688.27          |
| 2171LG       | City of Port Orange | 090549     | Bar Code Interface for Financials (QF) - Quatred Public Administration | 1   | \$ 2,269.30          | \$ 2,337.38          |
| 2171LG       | City of Port Orange | 091566     | QRep End User                                                          | 5   | \$ 1,639.10          | \$ 1,688.27          |
| 2171LG       | City of Port Orange | 120638     | Work Orders/Facilites Management                                       | 1   | \$ 5,917.35          | \$ 6,094.87          |
| 2171LG       | City of Port Orange | 120638     | QRep Catalog WF                                                        | 1   | \$ 309.00            | \$ 318.27            |
| 2171LG       | City of Port Orange | 121047     | Click2Gov - Planning/Engineering                                       | 1   | \$ 1,267.77          | \$ 1,305.80          |
| 2171LG       | City of Port Orange | 121047     | Click 2 Gov - Business Licenses                                        | 1   | \$ 1,023.78          | \$ 1,054.49          |
| 2171LG       | City of Port Orange | 00002171   | Imaging Interface - Utilities                                          | 4   | \$ 2,029.40          | \$ 2,089.97          |
| 2171LG       | City of Port Orange | 00005897   | Automated Fuel System Interface                                        | 1   | See Below            | \$ 885.80            |
| <b>Total</b> |                     |            |                                                                        |     | <b>\$ 102,569.14</b> | <b>\$ 106,532.01</b> |
|              |                     |            |                                                                        |     |                      | <b>\$ 104,442.04</b> |

8/11/15 Prepared by JB  
8/11/15 Sent to Toni Sweat

**Note:** A 3% increase will be applied to your maintenance in 2015.  
An estimated 5% increase has been applied to your maintenance support for 2016. Once determined, the fees will be adjusted. Please budget accordingly.  
The prorated applications will be billed as noted.

**CITY OF PORT ORANGE**  
**INFORMATION TECHNOLOGY DIVISION**  
**Administrative Services Department**

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1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5550  
FAX 386-506-5559  
[www.port-orange.org](http://www.port-orange.org)



**Memorandum**

**TO:** Alan Rosen, Interim Administrative Services Director  
**FROM:** James Hicks, Information Technology Manager  
**DATE:** 9/25/2015  
**SUBJECT:** SunGard HTE Annual Software & Technical Support Maintenance Contract

The annual software and technical support maintenance agreement with SunGard Public Sector comprises each of the individual software modules used throughout the City. SunGard has been the City's financial and community service software provider for approximately 26 years.

The modules can be grouped as follows:

Community Service: Building Permits, Business Licenses, Code Enforcement, Planning & Engineering, and Land & Parcel Management.

Financial Systems: Accounts Receivable, Cash Receipts, Customer Information Systems, Fixed Assets, Fleet Management, GMBA, Payroll/Personnel, Purchasing & Inventory, and Work Order & Facility Management.

A brief overview of each module as follows:

- **QRep:** Ad-Hoc report writer used to query data and create reports.
- **Click2GovBP:** Web based application allowing citizens and contractors to schedule inspections, view inspection results and check status of permits.
- **Click2GovCX:** Web based application offering citizens up-to-date account information, billing history, and service & consumption summaries. Customers can utilize the system to make payments, setup auto-pay, and receive e-bills.
- **Time Keeping Interface:** A custom interface used to integrate Executime (the City's time & attendance software) into SunGard's Payroll module.
- **Naviline Building Permits:** Manages building permit applications, information & structure specifications, and scheduling & tracking of inspections.
- **Naviline Business Licenses:** Used to issue and renew all business licenses.
- **Naviline Code Enforcement:** Process, organize, and track all residential and commercial complains and violations.

- **Naviline Cash Receipts:** Used for payment and deposit transactions.
- **Naviline Customer Information Systems (Utility Billing):** Managed customer and location maintenance, billing, delinquency, penalty, refund, write-off, meter reading processing, and charge calculation for flat and metered rate services.
- **Naviline GMBA w/ Extended Reporting:** Complete fund accounting system that includes transaction entry, disbursement processing, general ledger accounting, budgeting, and project investment tracking. Extended reporting creates financial reports that meet the Government Finance Officers Association's Government Accounting, Auditing, and Financial Reporting (GAAFR) guidelines.
- **Naviline Asset Management:** Tracks items and the value of an item throughout its economic lifetime and supplies detailed accounting information. Also tracks the location and value of each item to facilitate physical inventory.
- **Naviline Fleet Management:** Provides an automated way to monitor the condition of vehicles and equipment and to automatically schedule preventative maintenance. Interfaces with the City's EJ Ward Fueling system.
- **Naviline Land/Parcel Management:** Centralized database of address and parcel information interfacing with other SunGard modules.
- **Naviline Accounts Receivable:** Record keeping, billing, and processing for receivables.
- **Naviline Purchasing/Inventory:** Processes all purchase orders and manage physical inventory.
- **Naviline Payroll/Personnel:** Process payroll and employee personnel records.
- **Naviline Planning/Engineering:** Tracking of projects which include the planning process and all charges and receipts processing.
- **DMS (Document Management Services):** Creates Microsoft Word documents using mail merge fields provided by SunGard. Documents include Business Tax Receipts, Business Tax Renewal letters, Planning & Engineering project documents, Building Permit Certificate of Occupancy, Accounts Receivable invoices, requisition notifications, and e-bill notifications.
- **Bar Code Interface for Financials:** Bar Code Interface used between Quatred and SunGard's Purchasing/Inventory module. Currently Information Technology, Fire Department, and the City's Warehouse use this software.

The City will not be renewing maintenance on the Imaging Interface. This has been reflected in the maintenance proposal. This interface is no longer needed.

The SunGard Public Sector Annual Maintenance Contract is valid for 1 calendar year beginning October 1<sup>st</sup>, 2015 until September 30<sup>th</sup>, 2016. The total cost of maintenance and support for all included software is \$104,442.04.

 a/25/15

James Hicks  
Information Technology Manager

## **H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

AND

**CITY OF PORT ORANGE, FLORIDA**  
1000 City Center Circle  
Port Orange, Florida 32119-9619

**"CUSTOMER",**  
with its principal place of business at

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on AS/400 Serial # \_\_\_\_\_ and/or its backup or replacement. If the AS/400 is replaced, then the new serial number will be provided within 10 days of installation of the Licensed Programs.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

### **I. DEFINITIONS**

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code and source code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).



"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by HTE. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the HTE Licensed Program(s).

## II. LICENSE

The license granted under this Agreement permits the Customer to:

- a. Use the Licensed Program(s) on the designated Machine(s).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) for the Customer's use, provided that:
  1. The Customer supplies HTE with written notification of the modification or
  2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program(s) should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility related to the modified program and any effected programs to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s), belonging to HTE, in Object Code and Source Code form.

## III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.



HTE may discontinue any license or terminate this Agreement upon one (1) month written notice if the Customer fails to comply with the terms and conditions of this Agreement. In the event Customer breaches its obligations under this Agreement, HTE shall notify Customer and Customer shall have thirty (30) days to cure the breach. If a dispute exists, prior to any termination, the accelerated dispute resolution section shall be followed. Any responsibility of the Customer provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

#### **IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES**

HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code and source code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer, based upon HTE's recommendation, to support features desired by Customer, and that they are included in the Agreement solely for that purpose. HTE represents that there are no undisclosed third party software programs imbedded within the HTE Licensed Programs that require additional license agreements from a third party.

#### **V. PRICING AND PAYMENT TERMS**

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. The prices in the Supplement(s) shall be firm upon execution of this Agreement and may be changed subsequent to the Execution Date as specifically provided therein. HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

HTE recognizes that Customer is a municipality and, as of the Execution Date, states that it is tax exempt. Any taxes for which Customer becomes obligated resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

If funds are not appropriated for a succeeding fiscal year subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then Customer may terminate this Agreement upon thirty (30) days prior written notice to HTE. Should termination be accomplished in accordance with this paragraph, Customer shall be liable only for payments due through the date of termination. Customer agrees that should it terminate in accordance with this paragraph, it shall not purchase, lease or rent products which are substantially equal to or perform functions similar to those for which this Agreement was entered into for the remainder of the fiscal year during which termination occurs. This provision shall survive any termination of the Agreement.

#### **VI. LICENSED PROGRAM TESTING AND ACCEPTANCE**

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for Non-Productive Use (as hereinafter defined) for testing for a period of thirty (30) days. Non-Productive Use, as used in this section, means the period of time prior to Customer's established "go-live" date. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.



At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than Non-Productive Use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

## VII. LICENSED PROGRAM SERVICES

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by HTE, and will be provided for in the Supplement(s) and will be invoiced as incurred.

HTE will provide the Customer with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response time to calls within approximately two (2) hours of call.
- e. Error corrections as made.

Support for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be provided by the appropriate HTE project manager or trainer.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages to damaged Licensed Program(s) or portions thereof (the existence of which damage is to be determined solely by HTE) in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall notify Customer's HTE customer care representative if Customer attaches to the computer system any equipment not supplied or approved by HTE. In the event HTE, in response to a request from Customer, investigates and determines that a

system support problem is the result of Customer's change in the computer system, then Customer shall reimburse HTE for time and materials used in investigating the problem.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

For any hardware or third party products which HTE provides to Customer, HTE shall insure that Customer, rather than HTE, is listed as the original purchaser for purposes of the manufacturer's or third party vendor warranties.

## **VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS**

The Customer acknowledges that the Licensed Program(s), including the source code (if applicable), design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information. The Customer shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. HTE acknowledges and agrees that Customer may provide access to the HTE Proprietary Information to its auditors from CPA firms engaged by Customer; however, the parties agree that if Customer desires to provide HTE Proprietary Information to agents or representatives of Customer, Customer shall enter into a three-party agreement with HTE and the agent or representative. Said three party agreement shall be in substantially the form of the three party agreement attached hereto. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach. Notwithstanding anything in the foregoing to the contrary, if Customer is required by law to disclose HTE Proprietary Information, Customer shall not thereby be in breach of this Section VIII.

## **IX. WARRANTY**

HTE warrants that for a period of ninety (90) days after acceptance, as provided for in Section VI, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the Reference Documentation (as provided on each individual Supplement) supplied by HTE, provided the Licensed Program(s) are used in the Proper Operating Environment. The current Proper Operating Environment is listed on Attachment 1 attached hereto and incorporated herein by this reference. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ninety (90) day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE (which software by definition does not include the Licensed Program(s)) will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the HTE Licensed Program(s), or modify or replace the Licensed Program so that it is not infringing, or if that is not possible, HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.



HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

#### **X. COPY AND USE**

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

#### **XI. LIMITATION OF LIABILITY AND REMEDIES**

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any willful or negligent acts, or willful or negligent omissions of HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

#### **XII. PATENT AND COPYRIGHT INDEMNITY**

HTE will, at its expense, defend the Customer against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, trade secrets or other intellectual property, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing, or provide replacement software. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE, and HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to /be infringing.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.



### **XIII. COPYRIGHT PROTECTION**

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and Customer acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

### **XIV. MISCELLANEOUS AGREEMENT PROVISIONS**

**Applicable Law.** This Agreement shall be governed by the laws of the State of Florida.

**Binding Agreement.** The parties signing this Agreement and any Supplement(s) to this Agreement for the respective parties warrant that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the parties.

**Assignment.** This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of HTE, which consent may be withheld by HTE. HTE may assign its rights, title and interest by providing prior written notice to the Customer, provided the assignee agrees to be bound by all contract provisions.

**Successors Bound.** The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE.

**Force Majeure.** HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control. Such acts shall include but are not limited to acts of God, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, flood, hurricanes, communication line failures, power failures, earthquakes, or other disasters.

**Severability.** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Notices.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

**Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

**Non-Hiring Statement.** During the term of this Agreement, neither party may offer to hire or in any way employ or compensate any of the employees of the other party, nor shall a party entice or solicit an employee to leave the other party.

**Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**Non-Discrimination.** During the performance on this Agreement, HTE agrees as follows: HTE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of business. HTE agrees

to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. HTE agrees and fully supports and complies with the American Disabilities Act of 1990.

**Quiet Enjoyment.** Customer shall be entitled during the term of any Schedule A to this Agreement to use the Licensed Programs listed thereon without disturbance, subject only to Customer obligations under the terms of this Agreement and the applicable Schedule A. HTE represents that this Agreement is not subject or subordinate to any right of HTE's creditors.

**Insurance.** HTE shall maintain insurance during the life of this Agreement, and Customer must be listed as an additional insured on that insurance document (a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured on workers' compensation), in an amount and a form set forth below, to insure against risks which are identified herein.

| Insurance                        | Standards                                                                                                                | Comments                                                                                                                                                                                    |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation:<br>Limits | Coverage A – Statutory<br>Coverage B - \$100,000                                                                         | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers'; Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |
| Additional Coverage:             | All States (Broad Form)<br>Voluntary Compensation                                                                        |                                                                                                                                                                                             |
| Special conditions               | 30 days notice of cancellation to Governmental Entity, waiver of subrogation in lieu of additional insured will suffice. |                                                                                                                                                                                             |

|                                                                                                               |                                                                                                                                                                                          |                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive Limits: Commercial General Liability (including Completed Operations and Contractual Liability) | Combined Single Limit<br>Bodily Injury and Property Damage<br>\$1,000,000/occurrence;<br>\$1,000,000/combined single limit.                                                              | 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. |
| Special Conditions:                                                                                           | 30 days notice to Governmental Entity, Additional Insured, Waiver of Subrogation.                                                                                                        |                                                                                                                                                                                                                                                           |
| Comprehensive Limits: Business, Automobile Liability to include all automobiles.                              | Auto Liability Bodily Injury: \$250,000 each person; \$500,000 each occurrence.<br>Property Damage Liability \$100,000 each occurrence.                                                  | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.                                                                                                                                                                                 |
| Additional Coverage:                                                                                          | Non-owned, Hired Car                                                                                                                                                                     |                                                                                                                                                                                                                                                           |
| Special Conditions:                                                                                           | 30 days notice of cancellation to Governmental Entity, Additional Insured, Waiver of Subrogation                                                                                         |                                                                                                                                                                                                                                                           |
| Property Insurance Limits:<br>Builders Risk                                                                   | Buildings – Completed value of contract                                                                                                                                                  | If the Contract requires handling or installation of owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                      |
| Additional Coverage:                                                                                          | "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy 30 days notice of cancellation to Governmental Entity, Additional Insured. Owner named as insured |                                                                                                                                                                                                                                                           |
| Special Conditions:                                                                                           | AIMA.                                                                                                                                                                                    |                                                                                                                                                                                                                                                           |



|                                                          |                                                                                     |  |
|----------------------------------------------------------|-------------------------------------------------------------------------------------|--|
|                                                          | 30 days notice of cancellation to Owner, Additional insured, waiver of subrogation  |  |
| Professional Liability Limits:<br>(Errors and Omissions) | Coverage - \$1,000,000 minimum                                                      |  |
| Special Conditions:                                      | 30 days notice of cancellation to Owner, Additional insured, waiver of subrogation. |  |

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by FS 440.57.

**Accelerated Dispute Resolution.** In the event of a dispute arising under this Agreement the objecting party shall notify the other, in writing, of the nature of the dispute, and the parties shall attempt to resolve the issue under dispute. If the dispute is not resolved within thirty (30) calendar days following written notification by either party, then the following procedures shall apply:

1. Each party shall appoint one person to act as impartial representative in an attempt to resolve the dispute. The appointed individuals shall be of sufficient knowledge and experience to understand and deal with the dispute. The set of four (4) individuals consisting of the City Project Manager for this project, HTE representative and the two (2) appointees is called a Dispute Resolution Group.
2. The Dispute Resolution Group shall convene no later than fourteen (14) calendar days following written notification of the existence of an unresolved dispute and shall meet for a minimum of four (4) four-hour sessions during the subsequent ten (10) working days in an attempt to resolve the dispute. All resolutions of disputes shall be reduced to writing and signed by the Customer's City Manager or his designee (City Project Manager) and HTE's Representative. Such resolutions shall constitute modifications to this Agreement and further shall constitute a binding agreement between the parties. However, any resolution, previous resolution, or aggregation increasing the total Agreement amounts by more than 10% will require the prior Customer approval.

**Arbitration.** It is hereby agreed between the parties that if resolution is not reached pursuant to the Accelerated Dispute Resolution procedures outlined above, then such dispute shall be submitted by the objecting party to arbitration in accordance with the provisions of the American Arbitration Association. Any such arbitration shall be conducted by a panel of three (3) arbitrators in a mutually agreeable location under the laws of the State of Florida. The parties shall endeavor to ensure that the arbitrators are knowledgeable in business information and data processing systems. One (1) arbitrator shall be chosen by each party involved, and the third arbitrator will be mutually agreed upon by both parties. If the parties cannot agree on the selection of a third arbitrator, the two (2) arbitrators previously chosen will select the third arbitrator. The decision and award of the arbitrators will be non-binding so that either party may then file an action in any court of competent jurisdiction. Any disputes submitted for arbitration must be submitted within two (2) years from the date of the occurrence or from the date on which the injured party learns of the occurrence, whichever is later.

**Public Entity Crimes Statement.** 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 or real property to a public entity, may not get awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## Year 2000 Compliance

- a) HTE represents and warrants that the Licensed Program(s) is/are designed to be used prior to, during, and after the calendar year 2000 AD, which calendar year is a leap year, and that the Licensed Program(s) shall operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, HTE further represents and warrants:
- That the Licensed Program(s) shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century;
  - That the Licensed Program(s) has been designed to ensure year 2000 compatible, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;
  - That the Licensed Program(s) includes "year 2000 capabilities". For the purposes of this Software License and Services Agreement, "year 2000 capabilities" means the Licensed Program(s):
    - shall manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
    - provides that all date-related user interface functionalities and data fields include the indication of century using the "fixed window" approach or four digit year; and
    - provides that all date-related data interface functionalities include the indication of century using the "fixed window" approach or four digit year.
- b) Term. The Year 2000 Compliance Warranty set forth herein shall begin as of the date of this Agreement and end of the date after January 1, 2001, subsequent to which the Licensed Program(s) have operated without a breach of the Year 2000 Compliance Warranty for a consecutive six (6) month period.
- c) Limitation on Use/Limitation on Liability. Customer shall not modify the Licensed Program(s) in any manner which would affect the performance of the Licensed Program(s) in such a manner as to cause it to fail to meet the Year 2000 Compliance Warranty set forth herein. There shall be no liability on the part of HTE for any failure of the Licensed Program(s) to conform to the Year 2000 Compliance Warranty to the extent that any such failure is attributable to a modification of the Licensed Program(s) by Customer.

**Entire Agreement.** This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

**THE CITY OF PORT ORANGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**H.T.E., INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**BRIAN B. HEAFY**  
**Vice President, H.T.E., Inc.**

Date \_\_\_\_\_



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** FY2016 Spending Authorization and Amendment for Aaron's Backflow Services, Inc.

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve spending Authorization and Amendment for Aarons Backflow Services, Inc. for FY 16 not to exceed \$130,000, contingent upon the approval of the FY2016 Operating Budget; and to authorize the Mayor and City Clerk to execute all required contract documents.

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**SUMMARY:** On March 3, 2015, the City entered into a Piggyback Agreement with Aaron's Backflow Services, Inc. which remains in effect through October 1, 2016, with two (2) subsequent one (1) year renewals. Renewals will be contingent upon mutual written agreement from both parties.

Per FAC 62-555.360, the City is required to maintain a cross-connection program. The program includes annual testing, inspecting and repair of more than 7,000 Backflow Prevention devices (BFP) which are routed by Public Utilities. BFP's are typically installed between the water meter and the customer's structure. Their purpose of this program is to protect the city's water system from potentially being contaminated by pollutants that may be injected into the drinking water plumbing after the point of connection to the city system.

The Public Utilities Department is requesting Council approval of the FY2016 Spending Authorization with Aarons Backflow Services Inc. for an annual amount not to exceed \$130,000, contingent upon Council approval of the FY2016 Operating Budget. With this approval, Aaron's Backflow Services, Inc. will be required to renew their current bond.

An Amendment to the contract has been attached providing for a contract amount per fiscal year to coincide with the renewal term.

Project No.: None      Funding Account No.: 40108005363414

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## ATTACHMENTS:

|    |                              |                                                          |
|----|------------------------------|----------------------------------------------------------|
| 1. | Approved Piggyback Agreement | Aaron's Backflow Services Inc. - Piggyback Agreement.pdf |
| 2. | Bond                         | Recorded bond exp 9.30.15.pdf                            |
| 3. | Amendment No. 1              | Amendment No. 1.pdf                                      |



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|                    |                                |
|--------------------|--------------------------------|
| Wiggins, Julia     | Created/Initiated - 08/19/2015 |
| Wilson, Rick       | Approved - 08/19/2015          |
| Neff, Andrew       | Approved - 08/19/2015          |
| Riehm, Tracey      | Approved - 09/09/2015          |
| Gomez, Joseph      | Approved - 09/09/2015          |
| Roberts, Margaret  | Approved - 09/09/2015          |
| Johansson, M. Jake | Final Approval - 09/29/2015    |

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## CITY OF PORT ORANGE PIGGYBACK AGREEMENT

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This Piggyback Agreement is entered to this 3 day of March, 2015, 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 **AARON'S BACKFLOW SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 1458 Foxtail Court, Lake Mary, Florida 32746 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, on the 12<sup>th</sup> day of September, 2013, Contractor was awarded a contract with Volusia County, Florida, pursuant to Invitation to Bid No. 13-B-115AK (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on October 1, 2013 and continuing until October 1, 2016 with two (2) optional one (1) year renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to provide backflow device testing, certification, repairs and parts for service areas to the City under the same terms and unit pricing of the Volusia County Agreement; and

WHEREAS, a copy of the Volusia County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term The initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until October 1, 2016.
2. Renewals Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, subject to the Volusia County Agreement and appropriation by the City Council for the then current Fiscal Year. The term of this Contract shall be automatically extended at the end of the initial term for two (2) one-year periods unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended.
3. Contractor Obligation Contractor agrees to provide backflow device testing, certification, repairs and parts for service areas to the City at the direction of the Public Utilities Director, and at the unit prices set forth in the Volusia County Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement.
4. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Purchase Order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will provide any goods nor perform any work or services for the City during the life of this Contract. 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.

5. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) during the term of this Contract. The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

6. Contract Documents The following forms are attached as Exhibit "2" 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) Certificate for Filing in Public Records
- (c) Combination Payment and Performance Bond (F.S. §255.05)

7. Contract Administration The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice."

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

(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.

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

13. 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.

14. 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                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p>                                                    | <p>Coverage A - Statutory<br/>Coverage B - \$100,000</p> <p>All States (Broad Form)<br/>Voluntary Compensation</p>                                                                   | <p>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.</p>                                                                |
| <p>Comprehensive General Liability (including Completed Operations and Contractual Liability)</p> <p><u>Limits:</u></p>                  | <p>Combined Single Limit Bodily Injury and Property damage<br/>\$500,000 occurrence<br/>\$1,000,000 Aggregate</p>                                                                    | <p>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.</p> |
| <p>Comprehensive Business, Automobile Liability to include all automobiles.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p> | <p>Auto Liability Body Injury:<br/>\$100,000 each person<br/>\$300,000 each occurrence.<br/>Property Damage Liability<br/>\$100,000 each occurrence.</p> <p>Non-Owned, Hired Car</p> | <p>Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage</p>                                                                                                                                                                                  |
| <p>Property Insurance Builders Risk.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p>                                        | <p>Buildings - Completed value of contract.</p> <p>"All Risk" coverage on latest ISO form or its equivalent.<br/>Permission granted to occupy.<br/>Owner named as insured AIMA</p>   | <p>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.</p>                                                                                      |
| <p>Professional Liability (Errors &amp; Omissions)</p> <p><u>Limits:</u></p>                                                             | <p>Coverage - \$1,000,000 minimum</p>                                                                                                                                                |                                                                                                                                                                                                                                                                  |

15. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

16. 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.

17. 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. 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.

(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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 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.**

28. Additional Provisions

(a) As may have been outlined in the Volusia County Agreement 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.

(b) For the purposes of this Contract, any reference in the Volusia County Agreement to "Volusia County" or "the County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Volusia County Agreement and this Contract, this Contract with the City of Port Orange shall control.

29. 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.

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

City: City of Port Orange  
Attention: David T. Harden, Interim City Manager  
1000 City Center Circle  
Port Orange, Florida 32129

(386) 506-5501

Copy to: City of Port Orange  
Attention: Andrew Neff, Public Utilities Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5750

Contractor: Aaron's Backflow Services, Inc.  
Attention: Aaron Vaughan, President  
1458 Foxtail Court  
Lake Mary, Florida 32746  
(407) 829-7933 – business  
(407) 829-6648 – business fax  
(321) 228-3829 – mobile  
[aaronsbackflow@cfl.rr.com](mailto:aaronsbackflow@cfl.rr.com)

31. 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.

32. 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]***

Witnesses:

Heather Lee  
Printed Name: Heather Lee

Anthony Spela  
Printed Name: Anthony Spela

AARON'S BACKFLOW SERVICES, INC.

By: [Signature], President  
Aaron A. Vaughan, President

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: 2/27/15

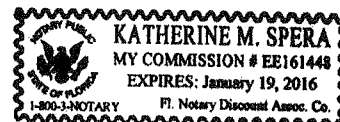
STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2015, by Aaron Vaughan, as President of Aaron's Backflow Services, Inc., a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

Katherine M. Spela  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:



Witnesses:

[Signature]  
Printed Name: THERESA GUTIERREZ

CITY OF PORT ORANGE

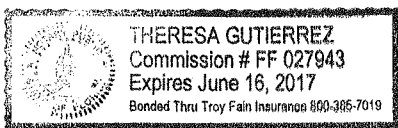
By: [Signature]  
Allen Green, Mayor

[Signature]  
Printed Name: Barbara J. Abbate

Date: 3/3/15

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3 day of March, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

[Signature]  
Printed Name: THERESA GUTIERREZ

ATTEST:

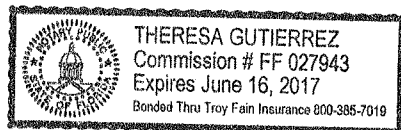
By: [Signature]  
Robin L. Fenwick, CMC, City Clerk

[Signature]  
Printed Name: Barbara J. Abbate

Date: 3/3/15

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3 day of March, 2015, 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.



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

[CA 4731]

## Bid Tabulation

ITB No. 13-B-115AK



Backflow Device Testing, Certifications, Repairs and Parts

Closing Date:

Closing Time:

### Response #2

Aaron's Backflow Service, Inc.

Aaron Vaughan, President

PO Box 5302, Winter Park, FL 32793

P: 407-829-7933 F: 407-829-6648

aaron@aaronsbackflow.com

| Item                                                                    | Estimated Quantity | Unit Cost | Extended |
|-------------------------------------------------------------------------|--------------------|-----------|----------|
| Backflow device test 3/4" or 1" (per device)                            |                    | \$16.00   |          |
| Backflow device test 1 1/2" or 2" (per device)                          |                    | \$16.00   |          |
| Backflow device test > 2" (per device)                                  |                    | \$16.00   |          |
| Backflow device repair cost (labor rate per hour)                       |                    | \$40.00   |          |
| Install & test 3/4" or 1" double check below grade (per device)         |                    | \$60.00   |          |
| Replace single test cock on 3/4" or 1" and test, cost (per device)      |                    | \$13.00   |          |
| Replace multiple test cocks on 3/4" or 1" and test, cost (per device)   |                    | \$12.00   |          |
| Replace two (2) valve handles on 3/4" or 1" and test, cost (per device) |                    | \$26.00   |          |
| Hourly rate for helper                                                  |                    | \$25.00   |          |
| Parts for backflow device (discount off manufacturer's list) OR         |                    |           |          |
| Parts for backflow device (Cost plus % option)                          |                    | 20.00%    |          |
| Response time for testing requests                                      |                    | 14 days   |          |
| Total:                                                                  |                    |           |          |

EXHIBIT "1"

## Exhibit “2”

### Payment and Performance Bond

(Exhibit “2” includes a total of 4 pages)

**RETURN RECORDED DOCUMENT TO:**

Deputy City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** \_\_\_\_\_

---

**PRINCIPAL:**

Developer or Contractor: Aaron's Backflow Services, Inc.  
Principal Business Address: 1458 Foxtail Court  
Lake Mary, Florida 32746  
Contact Person: Aaron A. Vaughan, President  
Phone Number: (407) 829-7933

---

**SURETY:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

---

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: David T. Harden, Interim City Manager  
Phone Number: (386) 506-5501

---

**Amount:** \$130,000.00

**City Case/Project No.** Backflow 2015

**Description of Work:** Backflow device testing/certification, repairs and parts

**Project Location:** Various locations in and around Port Orange, Volusia County, Florida

**Legal Description:** Locations with City of Port Orange, Florida for all public works identified by the contract administrator.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**CERTIFICATE FOR FILING IN PUBLIC RECORDS**

**PAYMENT AND PERFORMANCE BOND**

(Public Utilities)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. \_\_\_\_\_

The Principal, **AARON'S BACKFLOW SERVICES, INC.**, a Florida corporation, by and through its undersigned representative, does hereby certify that the attached:

**Payment and Performance Bond No. \_\_\_\_\_,**

is a true and correct copy of the fully executed financial guarantee delivered to:

**CITY OF PORT ORANGE, FLORIDA**

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

**Backflow device testing/certification, repairs and parts**

located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. Backflow 2015.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

**Contractor's Name and Address:**

Aaron's Backflow Services, Inc.  
1458 Foxtail Court  
Lake Mary, Florida 32746

By: \_\_\_\_\_  
Aaron A. Vaughan, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Aaron A. Vaughan, President of Aaron's Backflow Services, Inc., a Florida corporation, the Principal named in the attached Payment and Performance **Bond No.** \_\_\_\_\_.

Notary, please check one:

- ☐ Personally known to me  
☐ Produced identification

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name, Commission & Term Expiration Date:



Return Recorded Document to:  
Records Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**Backflow Device Testing/Certification, Repairs and Parts**

*Name of Project*

City Project No. Backflow 2015

Bond No. \_\_\_\_\_

*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes (2012)  
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, **AARON'S BACKFLOW SERVICES, INC.** as Principal, and \_\_\_\_\_, a \_\_\_\_\_ corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of **October 1, 2013 through October 1, 2016**, entered into by and between the Principal and the City, for backflow device testing/certification, repairs and parts, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 2015.

Attest:

**AARON'S BACKFLOW SERVICES, INC.**  
(Name of Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

**NOTE: Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

THE TERM OF THIS BOND SHALL BE FROM 10/1/14 THRU 09/30/15.

**RETURN RECORDED DOCUMENT TO:**

Deputy City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** 1000933736, executed in 3 counterparts

**PRINCIPAL:**

Developer or Contractor: Aaron's Backflow Services, Inc.  
Principal Business Address: 1458 Foxtail Court  
Lake Mary, Florida 32746  
Contact Person: Aaron A. Vaughan, President  
Phone Number: (407) 829-7933

**SURETY:**

Address: American Contractors Indemnity Company  
601 South Figueroa Street, 16th Floor  
Los Angeles CA 90017  
Contact Person: Geoff Lakis  
Phone Number: (410) 307-1520

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: David T. Harden, Interim City Manager  
Phone Number: (386) 506-5501

Amount: \$130,000.00

City Case/Project No. Backflow 2015

Description of Work: Backflow device testing/certification, repairs and parts

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations with City of Port Orange, Florida for all public works identified by the contract administrator.

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Return Recorded Document to:  
Records Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

Backflow Device Testing/Certification, Repairs and Parts  
*Name of Project*

City Project No. Backflow 2015

Bond No. 1000933736, executed in 3 counterparts

*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes (2012)*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, AARON'S BACKFLOW SERVICES, INC. as Principal, and American Contractors Indemnity Co., a California corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of October 1, 2014 through September 30, 2015, entered into by and between the Principal and the City, for backflow device testing/certification, repairs and parts, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 3rd, day of March, 2015.

Attest:

AARON'S BACKFLOW SERVICES, INC.  
(Name of Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Name/Title: Aaron Backflow Services, Inc.

Jessie D. Wiggins  
(Witness to Principal)

(Corporate Seal)

American Contractors Indemnity Company  
(Surety)

Teresa L. Durham  
(Witness to Surety)  
Teresa L. Durham

By: Patricia L. Slaughter  
Name: Patricia L. Slaughter - Attorney in Fact and  
(Attorney-in-Fact)  
FL Licensed Resident Agent (407) 786-7770  
(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Don Bramlage, Teresa L. Durham, Leslie M. Donahue, Gloria A. Richards, Patricia L. Slaughter or Cheryl Foley of Maitland, Florida**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Twenty Five Million\*\*\*\*\* Dollars (\$ \*\*25,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act for and on behalf of the Company subject to the following provisions:

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

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

State of California

County of Los Angeles SS:

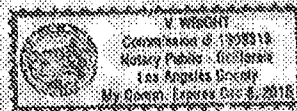
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

*[Signature]*

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of DECEMBER 2012.

Corporate Seals

Bond No. 1000938736

Agency No. 11520



*[Signature]*  
**Jeannie Lee, Assistant Secretary**

**AMENDMENT NO. 1  
TO PIGGYBACK AGREEMENT DATED MARCH 3, 2015**

**THIS AMENDMENT NO. 1 TO PIGGYBACK AGREEMENT DATED MARCH 3, 2015** ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **AARON'S BACKFLOW SERVICES, INC.**, a Florida corporation, whose principal address is 1458 Foxtail Court, Lake Mary, Florida 32746 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 12<sup>th</sup> day of September, 2013, Contractor was awarded a contract with Volusia County, Florida, pursuant to Invitation to Bid No. 13-B-115AK (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on October 1, 2013 and continuing until October 1, 2016 with two (2) optional one (1) year renewals; and

WHEREAS, on the 3rd day of March, 2015, the Parties entered into a Piggyback Agreement (the "Contract") for the purchase of backflow device testing, certification, repairs and parts for service areas to the City commencing on March 3, 2015 and continuing until October 1, 2016; and

WHEREAS, the Contract provides for two (2) optional one (1) year renewal periods subject to the Volusia County Agreement and appropriation by the City Council for the then current Fiscal Year; and

WHEREAS, the Parties desire to amend the amount of the Contract for an amount up to but not to exceed \$130,000.00 per fiscal year, contingent upon the approval of the then-current Fiscal Year Operating Budget; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor in amount up to but not to exceed One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) for backflow device testing, certification, repairs and parts for service areas to the City per fiscal year, subject to approval by the 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.

2. **Counterparts.** This Extension 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 Extension 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 Extension.

3. All other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

***[remainder of page intentionally left blank]***

Witnesses:

AARON'S BACKFLOW SERVICES, INC.

By: \_\_\_\_\_

Aaron A. Vaughn, President

*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 SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Aaron A. Vaughn, as President of Aaron's Backflow Services, Inc., a Florida corporation, and who:

*[Notary: Please select one]*

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

\_\_\_\_\_  
Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*



Witnesses:

CITY OF PORT ORANGE

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Allen Green, 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 \_\_\_\_\_, 2015, 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:



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Joint Project Agreement with Pioneer Community Development District for utility relocates for Williamson Blvd. Widening

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve a Joint Project Agreement consistent with this agenda item between the City Of Port Orange and the Pioneer Community Development District for relocation of utilities for the South Williamson Blvd Extension Widening Project in the amount not to exceed \$181,274.60; to approve an unforeseen condition allowance of \$50,000.00 and to authorize to the Mayor and City Clerk to execute the final Joint Project Agreement as reviewed and approved by the City Manager and City Attorney.

---

**SUMMARY:** The South Williamson Blvd extension and widening project from Airport Rd to Pioneer Trail is a partnership among Volusia County, the Pioneer Community Development District and the City of Port Orange. As part of the City of Port Orange commitments to this road project, the City had donated 12.5 state wetland mitigation credits to Volusia County in 2013 which were valued at \$500,000.00.

The South Williamson Blvd. extension and widening project is being built under a contract between Halifax Paving and the Pioneer Community Development District. As a result of the road widening, some City utilities are in direct conflict with the proposed drainage system and gravity walls. The City utilities in conflict are within Volusia County right-of-way and the County is requesting the City to relocate our utilities at our cost. In this case, the City is legally obligated to relocate the conflicting utilities in the county right-of-way.

This project has already been bid and awarded to Halifax Paving by Volusia County and the Pioneer Community Development District. The utility relocation has been bid in lump sum in the amount of \$181,274.60, the lowest price among three bidders. Staff has performed an expedited review of this project and is requesting an additional \$50,000 for the unforeseen condition allowance to be established for this project for a total spending authorization of \$231,274.60.

An edited draft of the preliminary draft of the JPA Agreement is attached for your review.

The signed Agreement has been received from Pioneer Community Development District.

Project No.: URL010  
URL010  
URL010

Funding Account No.: 40302005336397  
40304005356397  
40308005336397

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**ATTACHMENTS:**

|    |                                  |                                          |
|----|----------------------------------|------------------------------------------|
| 1. | Halifax Bid                      | Halifax Bid.pdf                          |
| 2. | Interlocal Agreement - Jan 2013  | Interlocal Agmt City-County Jan 2013.pdf |
| 3. | Pioneer CDD Signed JPA Agreement | Pioneer CDD Signed JPA Agreement.pdf     |
| 4. | Edited JPA                       | Edited JPA.pdf                           |

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Fenwick, Robin  
Neff, Andrew  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/22/2015  
Approved - 09/24/2015  
Approved - 09/30/2015  
Final Approval - 10/01/2015

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June 6, 2014

TOTAL LUMP SUM BID PRICE

Bid Alternate Number 1

Water Main, Reuse Main and Force Main Construction/Adjustments.

A1-1 MOBILIZATION FOR CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN CONSTRUCTION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

TOTAL LUMP SUM PRICE ITEM A1-1:

\$ 5,000.00 (Numerals)

FIVE THOUSAND DOLLARS (Written)

A1-2 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION AND STORM WATER POLLUTION PREVENTION PLAN FOR CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN CONSTRUCTION

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater. Includes all measures that are required to comply with the State of Florida water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes but is not limited to the following:

ARTIFICIAL COVERINGS  
SANDBAGGING  
SLOPE DRAINS (TEMPORARY)  
SEDIMENT BASINS  
SEDIMENT BASIN CLEANOUTS  
HAY OR STRAW BALE (18" X 18" X 36")  
TURBIDITY BARRIER FLOATING  
TURBIDITY BARRIER STAKED  
SILT FENCE STAKED (TYPE III)  
STAKED SILT FENCE (TYPE IV)  
SOIL TRACKING PREVENTION DEVICE  
ROCK BAGS  
PLAN IMPLEMENTATION, INSPECTION, AND MAINTENANCE  
PLASTIC EROSION CONTROL MAT  
TEMPORARY SOD (PEGGED)

June 6, 2014

TOTAL LUMP SUM PRICE ITEM A1-2:

\$ 10,000.00 (Numerals)

TEN THOUSAND DOLLARS (Written)

A1-3 CITY OF PORT ORANGE WATER MAIN, FORCE MAIN, AND REUSE MAIN  
CONSTRUCTION

Includes the construction/adjustment of the water transmission, force main and reuse main as required for construction of S. Williamson Blvd. Widening between Sta.209+00 and Sta 239+00. Includes the preparation and submittal of all water as-builts as required by the City of Port Orange, Florida Department of Environmental Protection, and Volusia County.

TOTAL LUMP SUM PRICE ITEM A1-3:

\$ 166,274.60 (Numerals)

ONE HUNDRED SIXTY SIX THOUSAND (Written)  
TWO HUNDRED SEVENTY FOUR DOLLARS AND  
SIXTY CENTS

TOTAL LUMP SUM PRICE BID ALTERNATE 1 (A1-1 + A1-2 + A1-3):

\$ 181,274.60 (Numerals)

ONE HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED (Written)  
SEVENTY FOUR DOLLARS & SIXTY CENTS

**INTERLOCAL AGREEMENT  
FOR WILLIAMSON BLVD EXTENSION  
BETWEEN THE CITY OF PORT ORANGE, FLORIDA AND THE COUNTY OF VOLUSIA**

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement") is entered into as of this 15 day of January 2013 by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, Deland, Florida 32720-4612, hereinafter referred to as "**County**" and the City of Port Orange, Florida with administrative offices at 1000 City Center Circle, Port Orange, FL 32129, hereinafter referred to as "**City**."

**RECITALS**

**WHEREAS**, the County is party to an agreement dated September 20, 2012, with Intervest Construction, Inc. and the Pioneer Community Development District, pursuant to which the County has undertaken certain obligations intended to facilitate the extension of Williamson Boulevard through an area within the City of Port Orange from just south of Airport Road proceeding south for approximately 2.6 miles to an intersection with Pioneer Trail (the "Project"), as more fully described and depicted in Exhibits A hereto ("Williamson Boulevard Extension Agreement"). The parties recognize that Exhibit A depicts conceptual alignment of the extension of Williamson Boulevard and the final alignment is subject to approval during the design and permitting process; and

**WHEREAS**, the parties to the Williamson Boulevard Extension Agreement anticipate that permitting for the Project will necessitate the acquisition of wetlands mitigation credits to meet compensatory mitigation requirements; and

**WHEREAS**, City is the sponsor and operates one or more mitigation areas (the "Mitigation Area") established pursuant to St. Johns River Water Management District ("SJRWMD") Permit #4-127-64024-1 and Department of Army Corps of Engineers ("ACOE") Permit #SAJ-2003-7849t ("City Permits") previously approved by the St. Johns River Water Management District and Army Corps of Engineers.

**WHEREAS**, among its obligations under the Williamson Boulevard Extension Agreement, the County has Committed to acquiring a portion of the wetland mitigation credits associated with the Project from the City; and

**WHEREAS**, the City deems the Project to be in the best interest of its residents, and the City desires to cooperate with the County in facilitating the Project; and

**WHEREAS**, in order to assist the County with the Project, the City is willing to donate to County a portion of the wetland mitigation credits required for the Project that the City has readily available; and

**WHEREAS**, the purpose of this agreement is to define the relationship between the two parties and to set forth the rights and obligations therein;

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual promises contained herein, and other good and valuable consideration the parties agree as follows:

### **Recitals**

1. Legislative Findings/Representations. The foregoing representations, recitals, and findings are hereby adopted and incorporated herein as a material part of this Agreement.

### **Mitigation Credits**

2. Donation. City hereby donates and otherwise conveys to County twelve and one-half wetland mitigation credits to meet the compensatory mitigation requirements of the Project upon the terms and conditions set forth in this section.

A. City was issued on January 13, 2004, St. Johns River Water Management District ("SJRWMD") Permit #4-127-64024-1 authorizing the City to operate a federal wetland mitigation bank on portions of the central wellfield properties. City was issued on July 16, 2009, Department of Army Corps of Engineers ("ACOE") Permit #SAJ-2003-7849 authorizing the City to operate a federal wetland mitigation bank on portions of the central wellfield properties. (the SJRWMD and ACOE mitigation bank credits are collectively referred to as "Credits").

B. City shall execute any documents reasonably required by County to effectuate the transfer of the Credits on or before the earliest of a) the time required by any permit issued by the St. Johns River Water Management District and Army Corps of Engineers for the Project, or b) thirty (30) days after completion of survey layout, clearing and grubbing, and stripping associated with the Project.

C. County acknowledges and agrees that it does not have and shall not hereafter have: (1) any rights to any monies generated by or related to the Mitigation Area (whether the surface or the subsurface of the Mitigation Area); or (2) any rights of ownership, use, or otherwise in the Mitigation Area.

3. Project Abandonment. Should all permits required for the Project not be issued by the St. Johns River Water Management District and Army Corps within eighteen (18) months of execution of this Agreement by both parties, or construction of the Project not commence within two (2) years of securing all required permits, the County shall convey all of its right, title and interest in the Credits back to the City at no cost to the City within thirty (30) days of written demand by the City. In such event, County shall execute any documents reasonably required by City to effectuate the transfer of the Credits

### **Miscellaneous**

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof.

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

**A. COUNTY:**

County of Volusia  
123 W. Indiana Avenue  
DeLand, FL 32720-4612  
Attention: County Manager

**B. CITY:**

City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129.  
Attention: City Manager

Copy to:

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

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

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

9. Sovereign Immunity. Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and, nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either party for damages, losses, attorney's fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party, nor shall any part or portion of this Agreement be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Fla. Stat. Also, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

~~10. Insurance. City shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, either an adequate self-insurance fund or policies of insurance, or both, which insures the party against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to acts or omissions of such party which arise under the terms and provisions of this Agreement or which are in any way related~~

Initials:  
City County



thereto. Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

- A. Commercial General Liability in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, TWO MILLION (\$2,000,000.00) DOLLARS per aggregate;
- B. Business Automobile Liability Insurance in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, bodily injury and property damage liability; and
- C. Pollution Liability insurance or Storage Tank insurance in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, covering each of the fuel storage tanks owned by each party. Any pollution liability or storage tank policy issued pursuant to this sub-subsection shall either list the other party as an additional insured or otherwise include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the other party. Furthermore, any pollution liability or storage tank policy required hereunder shall not have a deductible greater than twenty-five thousand dollars (\$25,000.00).
- D. Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement.

If a contract worker of either party is used to provide material or services under this Agreement, the City shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform to the above mentioned requirements and to provide the County with a copy of a current certificate of insurance.

10.1 City shall provide County a copy of each certificate of insurance or self-insurance providing the coverage required by this Agreement. Each certificate shall be dated and show:

- A. The name of the insured, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. The County as additional insured on each commercial general liability policy.

10.2 Except as otherwise set forth in Section 1 of this Part III, County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy required to be procured by it. The payment of deductible or self-insured retention for such policy shall be the sole responsibility of the City and/or contractor responsible for the coverage.

10.3 If any policy as required is written on a claims-made basis, City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained during the Term of this Agreement and for a period of two (2) years thereafter.

*P as Initials:*  
*City and County*

~~10.4 Failure of the City to acquire and maintain the insurance coverages described above shall be a material breach of this Agreement.~~

~~10.5 Failure of City to provide the other with a current certificate of insurance for each policy required hereunder within fifteen (15) days of a written request shall be a material breach of this Agreement.~~

~~10.6 Each party shall give prompt written notice to the other of all known losses, damages, or injuries to any person or to property of the other or third persons that may be in any way related to this Agreement for which a claim might be made against the other. Each party shall promptly report to the other all such claims or potential claims which are known and related to this Agreement.~~

~~10.7 This section shall survive the expiration or termination of this Agreement.~~

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

**IN WITNESS WHEREOF**, the parties to this Interlocal Agreement between the City of Port Orange, Florida and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

**CITY OF PORT ORANGE, a political  
subdivision of the State of Florida**

By: [Signature]  
Name: Allen Green  
Title: Mayor  
Date: January 15, 2013

ATTEST:

By: [Signature]  
Name: Kenneth W. Parker  
Title: City Manager  
Date: January 15, 2013

**COUNTY OF VOLUSIA, a political  
subdivision of the State of Florida**

By: [Signature]  
Name: Joyce Cusack  
Title: Vice-Chair, County Council  
Date: 11/14/12

ATTEST:

By: [Signature]  
Name: James T. Dinneen  
Title: County Manager  
Date: 11/20/2012

Initials:  
[Signature]  
[Signature]  
County

Exhibit A-1

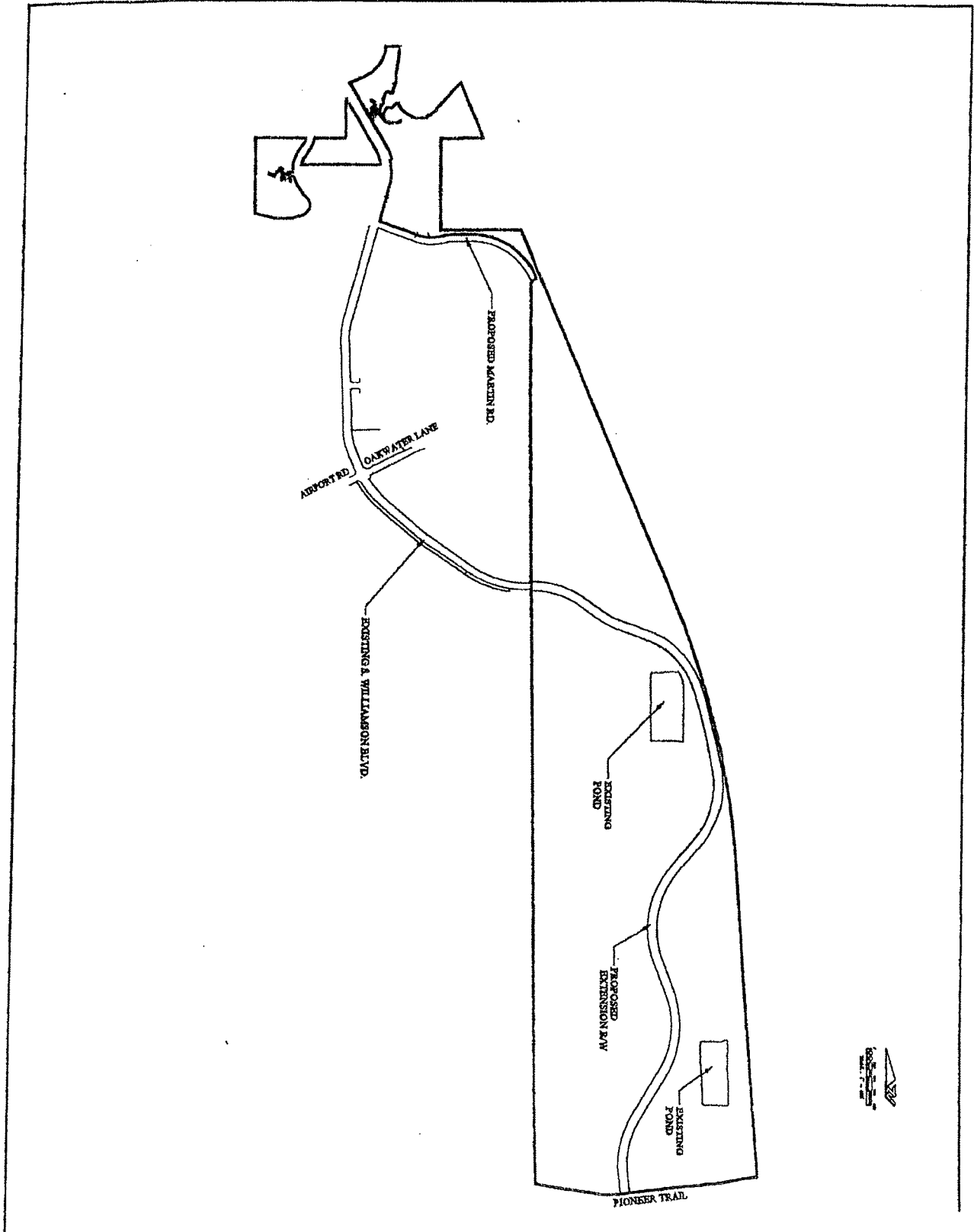


Exhibit A-2

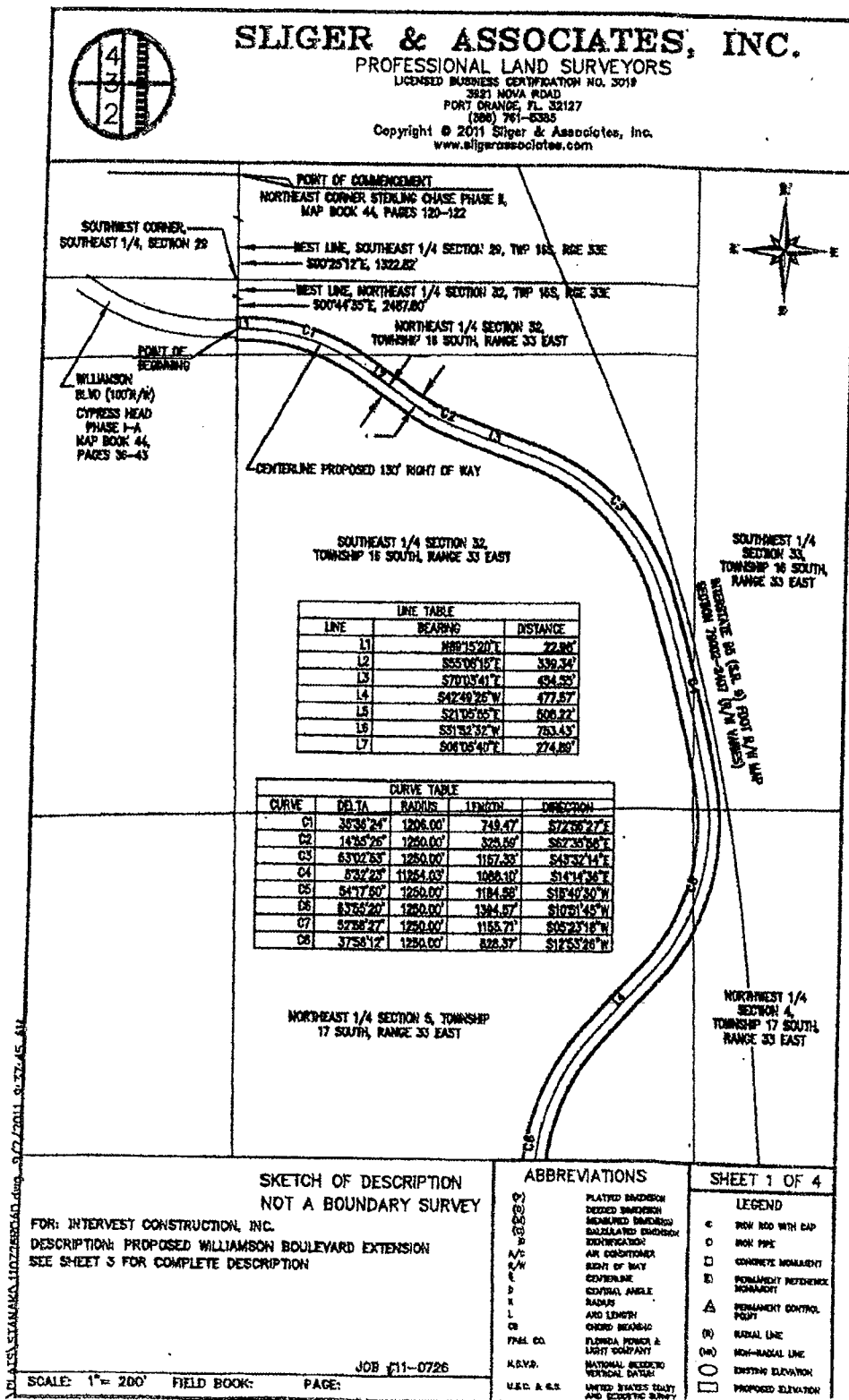


Exhibit A-3

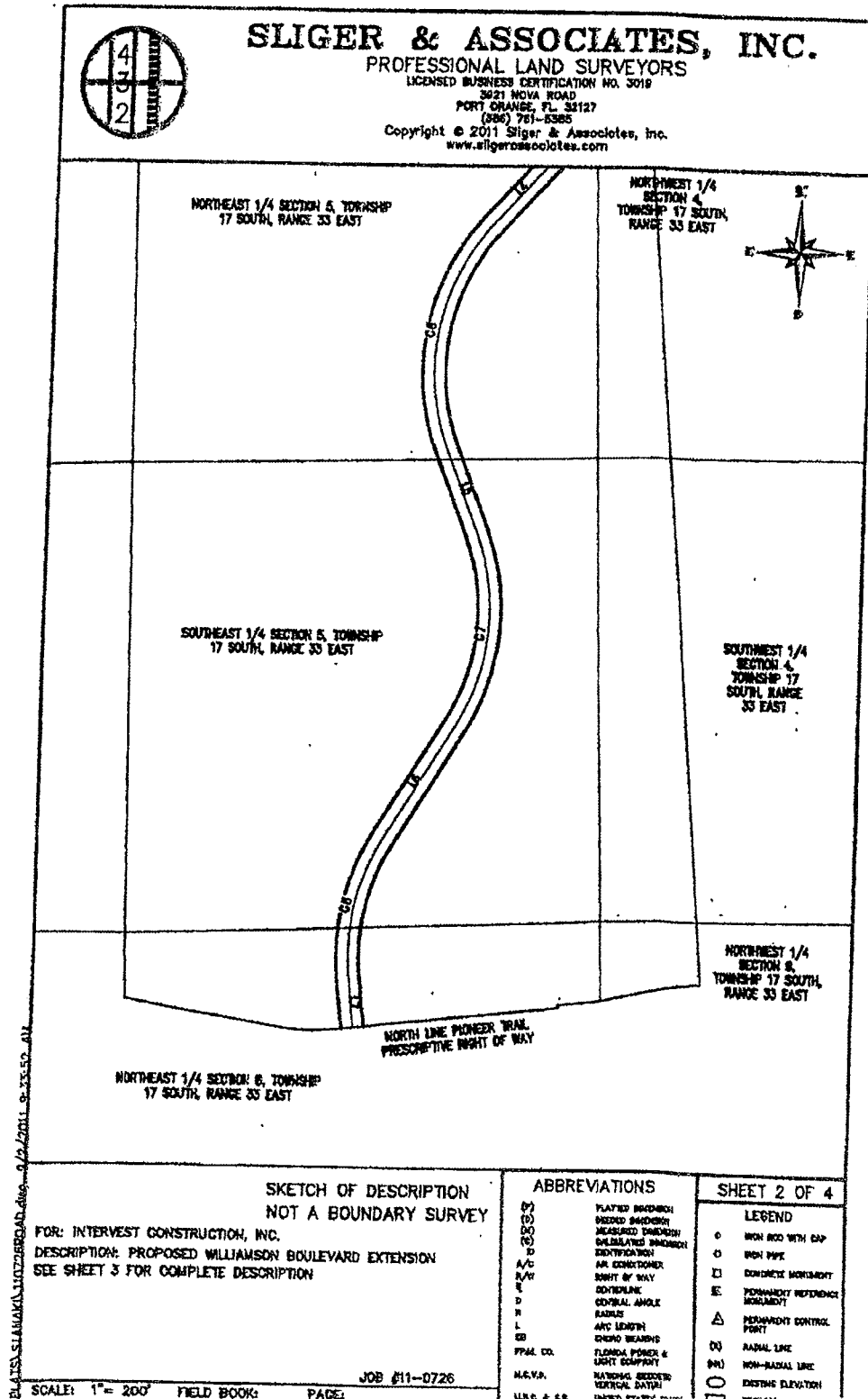
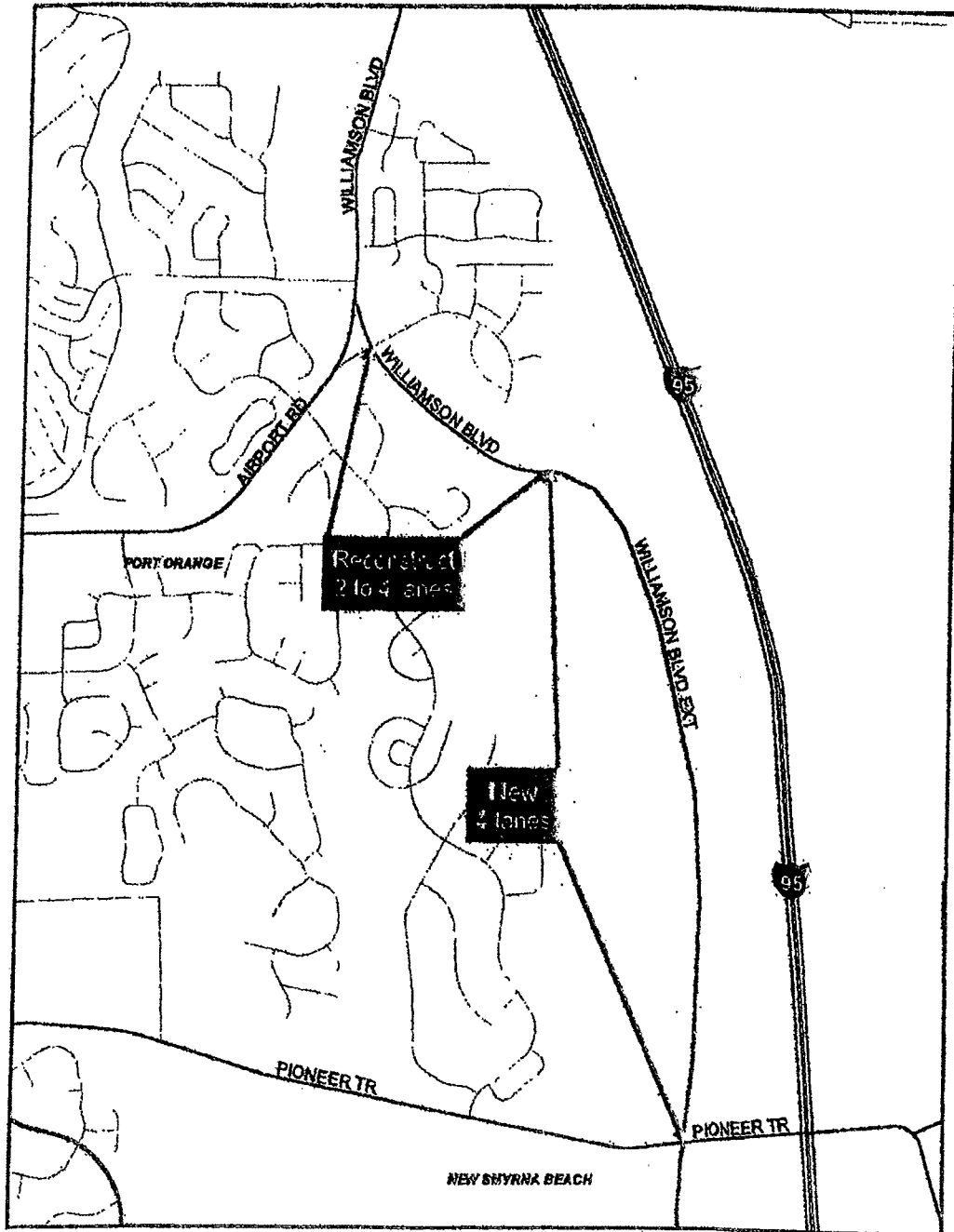


Exhibit A-4



Date: 11/03/05  
SW

**Location Map**  
Williamson Blvd Extension



**JOINT PROJECT AGREEMENT BETWEEN PIONEER  
COMMUNITY DEVELOPMENT DISTRICT AND THE  
CITY OF PORT ORANGE FOR UTILITY LINE  
ADJUSTMENT; AND CONTRUCTION ON THE  
PROPOSED EXTENSION OF WILLIAMSON BOULEVARD  
IN THE CITY OF PORT ORANGE**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the Pioneer Community Development District (DISTRICT), an independent special district of the State of Florida, and the City of Port Orange (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's potable water lines, reclaimed water lines and force main to avoid conflicts within the DISTRICT'S construction work on the southerly extension of Williamson Boulevard in Port Orange, Florida. Each of the above individually may be referred to as Party, and collectively as Parties.

**WITNESSETH:**

**WHEREAS**, the DISTRICT is constructing, reconstructing, improving or otherwise changing a portion of South Williamson Boulevard in Port Orange between Taylor Road and Pioneer Trail (EXTENSION), a part of the Volusia County right-of-way system and pursuant to the approval of Volusia County; and

**WHEREAS**, the DISTRICT has prepared design drawings and specifications for the construction of the EXTENSION; and

**WHEREAS**, the DISTRICT has entered into a construction contract with Halifax Paving, Inc. for the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the CITY is required to make adjustments to the CITY's existing potable water lines, reclaimed water lines and force main (CITY UTILITY WORK) within the County of Volusia right-of-way to avoid conflicts with the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the DISTRICT and the CITY have determined that it would be in the best interest of the general public to perform construction of the CITY UTILITY WORK during and coincident with the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the CITY, by this AGREEMENT, agrees to pay all costs incurred for the CITY UTILITY WORK as set forth in this Joint Project Agreement (AGREEMENT); and

**WHEREAS**, the DISTRICT, by this AGREEMENT, agrees to assume all costs incurred for the DISTRICT RIGHT-OF-WAY WORK.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given

by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

**A. MUTUAL COOPERATION**

The DISTRICT and CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the DISTRICT RIGHT-OF-WAY WORK and the CITY UTILITY WORK. The DISTRICT and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the DISTRICT and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

**B. CITY UTILITY WORK**

**1. UTILITY PLANS AND DOCUMENTS**

The City may use the DISTRICT Engineer's utility adjustment plans for the CITY UTILITY WORK, provided however, that the City shall remain solely responsible for the design of the CITY UTILITY WORK.

**2. PLAN COORDINATION**

The CITY has reviewed the DISTRICT Engineer's plans for the CITY UTILITY WORK and coordinated with the DISTRICT to avoid delays.

**3. CONFLICTS**

The Parties expressly agree that the DISTRICT RIGHT-OF-WAY WORK shall take priority over the CITY UTILITY WORK. The CITY UTILITY WORK shall be designed, located or relocated to avoid conflict between the CITY UTILITY WORK and the DISTRICT RIGHT-OF-WAY WORK. Any conflicts between the existing or proposed facilities in the DISTRICT RIGHT-OF-WAY WORK and the CITY UTILITY WORK shall be adjusted or relocated to adequately accommodate the DISTRICT RIGHT-OF-WAY WORK at the CITY'S sole expense for the water line relocation.

**4. CITY REPRESENTATIVES**

- a. At its own expense, the CITY shall provide, as needed, one inspector/representative to observe the construction and shall be responsible for testing of the CITY UTILITY WORK and to respond to any CITY UTILITY WORK related questions during the performance of the CITY UTILITY WORK.

**C. PROJECT PROCESS**



### **1. NOTIFICATION & AWARD**

The DISTRICT has awarded the construction contract for the Extension and entered into a construction contract with Halifax Paving, Inc. The CITY UTILITY WORK was included in the original bid as bid Alternate No. 1 for a lump sum.

### **2. CHANGE ORDERS**

For any other change to the CITY UTILITY WORK, a change order shall be requested in writing by the CITY. Any such request shall include a written description of the changed work and a sketch in a form acceptable to the DISTRICT. The DISTRICT shall review the change order documents only for their effect on the DISTRICT RIGHT-OF-WAY WORK and the overall cost of the contract. An authorized CITY representative shall sign the change order documents prior to submittal to the DISTRICT. The CITY shall be responsible for the cost of change orders relating to the potable water line.

### **3. CONSTRUCTION**

All services and work under the construction contract shall be performed to the satisfaction of the DISTRICT Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract including, but not limited to, the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the District's Engineer after consultation with the CITY. The decision of the District's Engineer upon all such questions, difficulties and disputes thereunder shall be final. The CITY shall be provided the contractor's monthly pay requests for the amount of the CITY UTILITY WORK for review and acceptance as to the percentage or quantities, as applicable, of work completed prior to the DISTRICT issuing payment to the contractor.

### **4. OWNERSHIP**

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all of the CITY'S utility facilities according to the COUNTY'S standard use permit conditions for occupancy of public rights-of-way. The CITY agrees that it shall:

- (a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY; and
- (b) Comply with all provisions of law and the COUNTY'S manual with amendments and specifications for traffic control routing and parking; and

- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

#### **D. CITY FUNDING**

The CITY agrees to provide a cash payment to the DISTRICT, in advance of the award of the contract, to fully fund the CITY UTILITY WORK, in the amount of One Hundred Eighty-One Thousand Two Hundred Seventy-four and 60/100 Dollars (\$181,274.60) in accordance with the terms of this AGREEMENT.

Upon final completion of all construction, the DISTRICT will conduct a true-up of all bid quantities, including change orders, whether increasing or decreasing the costs of the CITY UTILITY WORK, and a final reconciliation of all CITY UTILITY WORK costs will be prepared by the DISTRICT and provided to the CITY for review and acceptance. If the CITY's initial cash payment to the DISTRICT for the CITY UTILITY WORK is less than the final amount of the CITY UTILITY WORK based on the final reconciliation, the DISTRICT will invoice the CITY for the shortfall amount. The CITY, within sixty (60) days of receipt of the invoice and final reconciliation, shall pay to the DISTRICT any shortfall amount. Conversely, if the CITY'S initial cash payment to the DISTRICT for the CITY UTILITY WORK is more than the final CITY UTILITY WORK costs based on the final reconciliation, the DISTRICT shall pay to the CITY the amount overpaid within sixty (60) days after the CITY'S acceptance of the final reconciliation.

#### **E. INDEMNIFICATION**

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in Section 768.28, Florida Statutes (2013).

#### **F. MISCELLANEOUS**

##### **1. NOTICES**

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO DISTRICT:        ENGLAND, THIMS & MILLER, INC.  
DISTRICT ENGINEER

TO CITY:                   ANDREW NEFF, PUBLIC UTILITIES DIRECTOR  
PUBLIC UTILITIES DEPT.  
CITY OF PORT ORANGE  
1000 CITY CENTER CIRCLE  
PORT ORANGE FLORIDA 32129

**2.     LAW/VENUE**

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida.

**3.     AGREEMENT TERM**

This AGREEMENT shall be effective on the executed date of the DISTRICT and shall continue in full force and effect until final reconciliation and payment in full by the CITY under this AGREEMENT is received by the DISTRICT and the completion of all other terms as provided herein.

**5.     FORCE MAJEURE**

Neither the DISTRICT nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the non performing Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

**6.     ASSIGNMENT**

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

**7.     HEADINGS**

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

**8.     SEVERABILITY**

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

**9. AMENDMENT**

The AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the DISTRICT and CITY.

**10. ENTIRE AGREEMENT**

All negotiations, proposals and draft agreements prior to the date of execution of this AGREEMENT are hereby superseded by this AGREEMENT. This AGREEMENT shall constitute the entire AGREEMENT of the DISTRICT and CITY with respect to the DISTRICT'S RIGHT-OF-WAY WORK and the CITY UTILITY WORK.

**11. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the DISTRICT and the CITY.

**12. EXECUTION OF DOCUMENTS**

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The DISTRICT shall retain one (1) fully executed copy and the CITY shall retain one (1) fully executed copy.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the last execution date written below.

**ATTEST:**

**CITY OF PORT ORANGE**

\_\_\_\_\_  
ROBIN L. FENWICK, CMC,  
CITY CLERK

BY: \_\_\_\_\_  
ALLEN GREEN, MAYOR

DATE: \_\_\_\_\_

**PIONEER COMMUNITY  
DEVELOPMENT DISTRICT**

BY: Kelly McCarrick

DATE: 9-29-15

**JOINT PROJECT AGREEMENT BETWEEN PIONEER  
COMMUNITY DEVELOPMENT DISTRICT AND THE  
CITY OF PORT ORANGE FOR UTILITY LINE  
ADJUSTMENT; AND CONTRUCTION ON THE  
PROPOSED EXTENSION OF WILLIAMSON BOULEVARD  
IN THE CITY OF PORT ORANGE**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the Pioneer Community Development District (DISTRICT), an independent special district of the State of Florida, and the City of Port Orange (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's potable water lines, reclaimed water lines and force main to avoid conflicts within the DISTRICT'S construction work on the southerly extension of Williamson Boulevard in Port Orange, Florida. Each of the above individually may be referred to as Party, and collectively as Parties.

**WITNESSETH:**

**WHEREAS**, the DISTRICT is constructing, reconstructing, improving or otherwise changing a portion of South Williamson Boulevard in Port Orange between Taylor Road and Pioneer Trail (EXTENSION), a part of the Volusia County right-of-way system and pursuant to the approval of Volusia County; and

**WHEREAS**, the DISTRICT has prepared design drawings and specifications for the construction of the EXTENSION; and

**WHEREAS**, the DISTRICT has entered into a construction contract with Halifax Paving, Inc. for the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the CITY is required to make adjustments to the CITY's existing potable water lines, reclaimed water lines and force main (CITY UTILITY WORK) within the County of Volusia right-of-way to avoid conflicts with the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the DISTRICT and the CITY have determined that it would be in the best interest of the general public to perform construction of the CITY UTILITY WORK during and coincident with the DISTRICT RIGHT-OF-WAY WORK; and

**WHEREAS**, the CITY, by this AGREEMENT, agrees to pay all costs incurred for the CITY UTILITY WORK as set forth in this Joint Project Agreement (AGREEMENT); and

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**NOW, THEREFORE**, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given

by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

**A. MUTUAL COOPERATION**

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**B. CITY UTILITY WORK**

**1. UTILITY PLANS AND DOCUMENTS**

The City may use the DISTRICT Engineer's utility adjustment plans for the CITY UTILITY WORK, provided however, that the City shall remain solely responsible for the design of the CITY UTILITY WORK.

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The CITY has reviewed the DISTRICT Engineer's plans for the CITY UTILITY WORK and coordinated with the DISTRICT to avoid delays.

**3. CONFLICTS**

The Parties expressly agree that the DISTRICT RIGHT-OF-WAY WORK shall take priority over the CITY UTILITY WORK. The CITY UTILITY WORK shall be designed, located or relocated to avoid conflict between the CITY UTILITY WORK and the DISTRICT RIGHT-OF-WAY WORK. Any conflicts between the existing or proposed facilities in the DISTRICT RIGHT-OF-WAY WORK and the CITY UTILITY WORK shall be adjusted or relocated to adequately accommodate the DISTRICT RIGHT-OF-WAY WORK at the CITY'S sole expense for the water line relocation.

**4. CITY REPRESENTATIVES**

- a. At its own expense, the CITY shall provide, as needed, one inspector/representative to observe the construction and ~~assist in the coordination of testing~~ shall be responsible for testing of the CITY UTILITY WORK and to respond to any CITY UTILITY WORK related questions during the performance of the CITY UTILITY WORK.



## **C. PROJECT PROCESS**

### **1. NOTIFICATION & AWARD**

The DISTRICT has awarded the construction contract for the Extension and entered into a construction contract with Halifax Paving, Inc. The CITY UTILITY WORK was included in the original bid as bid Alternate No. 1 for a lump sum.

### **2. CHANGE ORDERS**

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### **4. OWNERSHIP**

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- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

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#### **E. INDEMNIFICATION**

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in Section 768.28, Florida Statutes (2013).

#### **F. MISCELLANEOUS**

##### **1. NOTICES**

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DISTRICT ENGINEER

TO CITY:                   ANDREW NEFF, PUBLIC UTILITIES DIRECTOR  
PUBLIC UTILITIES DEPT.  
CITY OF PORT ORANGE  
1000 CITY CENTER CIRCLE  
PORT ORANGE FLORIDA 32129

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**3.     AGREEMENT TERM**

This AGREEMENT shall be effective on the executed date of the DISTRICT and shall continue in full force and effect until final reconciliation and payment in full by the CITY under this AGREEMENT is received by the DISTRICT and the completion of all other terms as provided herein.

**5.     FORCE MAJEURE**

Neither the DISTRICT nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the non performing Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

**6.     ASSIGNMENT**

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

**7.     HEADINGS**

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

## **8. SEVERABILITY**

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

## **9. AMENDMENT**

The AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the DISTRICT and CITY.

## **10. ENTIRE AGREEMENT**

All negotiations, proposals and draft agreements prior to the date of execution of this AGREEMENT are hereby superseded by this AGREEMENT. This AGREEMENT shall constitute the entire AGREEMENT of the DISTRICT and CITY with respect to the DISTRICT'S RIGHT-OF-WAY WORK and the CITY UTILITY WORK.

## **11. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the DISTRICT and the CITY.

## **12. EXECUTION OF DOCUMENTS**

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The DISTRICT shall retain one (1) fully executed copy and the CITY shall retain one (1) fully executed copy.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the last execution date written below.

**ATTEST:**

**CITY OF PORT ORANGE**

\_\_\_\_\_  
ROBIN L. FENWICK, CMC,  
CITY CLERK

BY: \_\_\_\_\_  
ALLEN GREEN, MAYOR

DATE: \_\_\_\_\_

**PIONEER COMMUNITY  
DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Infrastructure Accounting Procedure

**DEPARTMENT:** Finance

---

**RECOMMENDED MOTION:**

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**SUMMARY:** The City has been using a Modified Approach for Reporting Infrastructure Assets which expenses major expenditures as incurred rather than capitalizing them and recording a depreciation expense. In order to utilize the modified approach, generally accepted accounting principles require the following: a current inventory of eligible infrastructure assets be maintained; a condition assessment of all eligible be performed and summarized on a measurable scale no less than once every three years; and documentation be prepared showing that roads are being preserved at or above the established condition level. The auditors have noted the required documentation is not being maintained at the appropriate level to support this accounting treatment, and recommended in comment 2014-005 that the City begin depreciating infrastructure assets over their useful lives.

The Finance Department has done extensive research and performed a Comparison Analysis of other Municipalities. As a result, the Finance Department recommends the following asset lives be approved:

Stormwater, Roadways, Sidewalks, and Water Systems -25 years,

Sewer Systems - 25-30 years,

Parks and Recreation Infrastructure - 15 years.

The actual life and condition of the asset can only be determined by a physical inspection and the depreciation schedule shall not be determinative of the condition of the improvement at the end of the depreciation schedule.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                                            |                               |
|----|--------------------------------------------|-------------------------------|
| 1. | Infrastructure Useful Life Comparison      | Infrastructure Comparison.pdf |
| 2. | Auditor's Recommendations - Infrastructure | Auditor Recommendation.pdf    |

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Frangoulis, Melissa  
Riehm, Tracey  
Roberts, Margaret  
Johansson, M. Jake

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

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## Capital Assets Infrastructure Useful Life Comparison

| Municipality      | Asset                                          | Useful Life<br>in Years |
|-------------------|------------------------------------------------|-------------------------|
| Daytona Beach     | Infrastructure                                 | 15-50                   |
| Ormond Beach      | Stormwater, Roadways, Sidewalks, Water Systems | 25                      |
|                   | Sewer Systems                                  | 25-30                   |
|                   | Parks and Recreational Infrastructure          | 15                      |
| New Smyrna        | Infrastructure                                 | 10-50                   |
| County of Volusia | Infrastructure                                 | 15-35                   |
| Bunnell           | Infrastructure                                 | 5-25                    |
| Flagler County    | Infrastructure                                 | 20-50                   |
| Orange City       | Infrastructure                                 | 10-50                   |
| Flagler Beach     | Infrastructure                                 | Exempt                  |
| South Daytona     | Infrastructure                                 | 20-40                   |
| Deland            | Infrastructure                                 | 40-75                   |
| Holly Hill        | Infrastructure                                 | 20-50                   |
| Titusville        | Infrastructure                                 | 10-40                   |
| Edgewater         | Infrastructure                                 | 20-30                   |
| Oviedo            | Infrastructure                                 | 10-50                   |
| Seminole County   | Infrastructure                                 | 20-50                   |
| Sanford           | Infrastructure                                 | 30-40                   |
|                   | Stormwater, Water, and Sewer Systems           | 40-60                   |

**2014-003 Tracking of Electronic Funds Transfers (Second-Year Repeat Comment)** – During our audit, we noted the City makes some payments via electronic funds transfer (EFT) in place of physical checks, primarily as a means of increased efficiency. Currently, all such transfers are recorded in the general ledger as journal entries, and no specific tracking mechanism is in place for EFT transactions. Due to the high-risk nature of such transactions and to establish an improved tracking mechanism and audit trail, we recommend all EFT transfers be recorded in the accounting system as an accounts payable check for which a separate numbering sequence can be established.

**2014-004 Consolidation and/or Elimination of Funds (Repeat Comment)** – We noted the City has a number of special revenue and capital projects funds for which the funds hold minimal balances and/or had minimal activity during the year. These include, but are not limited to fund 108 (FEMA), 307 (2004 Capital Improvement Bond Capital Projects), 314 (General Obligation Capital Projects), 316 (Economic Development Capital Projects), and 318 (Town Center Bond Projects). The City also has six (6) different internal service funds. To improve efficiency and clarity of financial reporting, we recommend the City perform an analysis of all open funds and identify any applicable instances in which it may be beneficial to close out the fund for increased efficiency and clarity in financial reporting.

\* **2014-005 Modified Approach for Reporting Infrastructure Assets (Repeat Comment)** – During our testing of capital assets, we noted the City utilizes the modified approach for reporting infrastructure assets. In lieu of depreciating infrastructure assets, ongoing repairs and maintenance, including major expenditures such as road resurfacing, are expensed as incurred and only items to expand capacity or extend the useful life of infrastructure assets are capitalized. In order to utilize the modified approach, generally accepted accounting principles require the following: a current inventory of eligible infrastructure assets be maintained; a condition assessment of all eligible assets be performed and summarized on a measurable scale no less than once every three years; and documentation be prepared showing that roads are being preserved at or above the established condition level. Upon inquiry, it was noted that such documentation is not being maintained at the level required to utilize the modified approach. As a result, we recommend the City enhance its monitoring, documentation, and reporting of infrastructure assets if the modified approach continues to be used. Otherwise, we recommend all infrastructure assets be depreciated over their respective estimated useful lives.

**2014-006 Prior Period Adjustments** – During our audit, we noted prior period adjustments were made in the water-sewer, golf course, lease & replacement, and police pension funds. In order to ensure the proper presentation of all yearly activity, we recommend all accounts be reviewed for proper cutoff in order to ensure no such adjustments are required in the future.

Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida  
June 11, 2015

*James Moore & Co., P.L.*



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Proposed Write off of Bad Debts (Miscellaneous Receivables)

**DEPARTMENT:** Finance

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**RECOMMENDED MOTION:** City Council authorization for Staff to write off miscellaneous accounts receivable balances that have been deemed uncollectable.

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**SUMMARY:** In accordance with Finance Policy COPO G&A 105, Procedure 5.4, City Staff has analyzed the allowance for uncollectable accounts and bad debt for miscellaneous receivables. After consultation with Legal we have concluded that ten accounts totaling \$18,496.23 are recommended for write off.

Four miscellaneous receivable accounts that originated from 1986 to 2010 have exceeded the FL Statute of Limitation, Chapter 95 and are legally unenforceable. These receivables were not secured by property, business, or other assets. Please see attached spreadsheet Reference #1A-1D.

One Lot Mowing Lien that originated from 1984 is over twenty years old. The lien has lapsed according to FL Statute 162.10. Please see attached spreadsheet Reference #2.

Balances on two accounts from 2009 and 2012 consists of only penalties and interest. In both cases the balance of the original receivable was paid but because it was paid late or in installments, the account has been charged penalties and interest. Please see attached spreadsheet Reference #3A-3B.

Three accounts are deemed uncollectable by the Departments that requested the Billing. Please see attached spreadsheet Reference #4A-4C.

We will continue to attempt collection on all delinquent accounts. Specifics of all ten accounts are maintained by the City Clerk and copies will be provided to each Council Member.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                            |                                         |
|----|----------------------------|-----------------------------------------|
| 1. | Proposed Write off Summary | Proposed Bad Debt Write Off Summary.pdf |
|----|----------------------------|-----------------------------------------|

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Riehm, Tracey  
Roberts, Margaret  
Johansson, M. Jake

Approved - 10/01/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

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## Summary of Proposed Bad Debt Write Off

| <u>Reference #</u> | <u>Type</u>                        | <u>Address</u>        | <u>Account Number</u> | <u>Name</u>                          | <u>Invoice Date</u> | <u>Amount Billed</u> | <u>Penalties as of 09/30/15</u> | <u>Less Payments to date</u> | <u>Total Balance Proposed for Write Off</u> | <u>Reason for write off</u>                                                                  |
|--------------------|------------------------------------|-----------------------|-----------------------|--------------------------------------|---------------------|----------------------|---------------------------------|------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------|
| 1-A                | LOT MOWING                         | 72 WOODVIEW           | 1026                  | ROBERT MARTIN (TRUST)                | Jun. 02, 1986       | \$ 611.36            | \$ 24.82                        | \$ -                         | \$ 636.18                                   | Over 29 years old. Exceeds FL Statue of Limitation on filing a Lien.                         |
| 1-B                | LOT MOWING                         | 4286 CARDINAL BLVD    | 1035                  | JACK E & JANINE PERKINS              | Nov. 07, 1996       | \$ 342.00            | \$ 13.88                        | \$ -                         | \$ 355.88                                   | Over 19 years old. Exceeds FL Statue of Limitation on filing a Lien.                         |
| 1-C                | LOT MOWING                         | 717 PALM CIRCLE DRIVE | 1471                  | SYLVIA FINKELL                       | Oct. 31, 2002       | \$ 285.80            | \$ 6,080.74                     | \$ -                         | \$ 6,366.54                                 | Over 13 years old. Exceeds FL Statue of Limitation on filing a Lien.                         |
| 1-D                | POLICE SECURITY                    |                       | 2308                  | WAM EVENTS                           | Sep. 09, 2010       | \$ 1,440.00          | \$ 5,188.46                     | \$ 1,400.00                  | \$ 5,228.46                                 | Over 5 years old. Exceeds FL Statue of Limitation to pursue judgement on a contract.         |
| 2                  | LOT MOWING LIEN                    | 107 LESLIE DR         | 1025 (Lien)           | RIGHT NOW CORPORATION                | Nov. 20, 1984       | \$ 841.00            | \$ 34.14                        | \$ -                         | \$ 875.14                                   | 31 years old. Statue 162.10 - liens continue only 20 years.                                  |
| 3-A                | LOT MOWING LIEN                    | 1220 EDDIE DRIVE      | 2101 (Lien)           | ERICK & CRISTINE MINA                | Nov. 09, 2009       | \$ 326.00            | \$ 1,990.28                     | \$ 325.00                    | \$ 1,991.28                                 | Lien amount is paid. Remaining balance is penalties and interest.                            |
| 3-B                | RECORDING FEE                      |                       | 2608                  | MCMASTERS PEST SEVICES               | Dec. 24, 2012       | \$ 50.00             | \$ 45.00                        | \$ 66.55                     | \$ 28.45                                    | Payment of \$66.55 was received. Remaining balance is penalties and interest.                |
| 4-A                | REIMBURSEMENT - BULLET PROOF VESTS |                       | 1528                  | US DEPARTMENT OF JUSTICE             | Sep. 23, 2013       | \$ 2,596.00          | \$ -                            | \$ -                         | \$ 2,596.00                                 | \$2596.00 not recovered through FDOJ Bullet Vest Program. Supporting documentation provided. |
| 4-B                | GRANT CHGC CLUBHOUSE               |                       | 2276                  | FLORIDA RECOVERY OFFICE              | Oct. 05, 2010       | \$ 45,218.63         | \$ -                            | \$ 44,813.49                 | \$ 405.14                                   | \$405.14 not recovered through Grant. Supporting documentation provided.                     |
| 4-C                | GRANT FDOT LAP 42762115801         |                       | 1024                  | FLORIDA DEPARTMENT OF TRANSPORTATION | Dec. 02, 2012       | \$ 32,907.14         |                                 | \$ 32,893.98                 | \$ 13.16                                    | \$13.16 not recovered through Grant. Supporting documentation provided.                      |
|                    |                                    |                       |                       |                                      |                     |                      | <b>Grand Total</b>              |                              | <b>\$ 18,496.23</b>                         |                                                                                              |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Utility Billing back-billing policy

**DEPARTMENT:** Finance

---

**RECOMMENDED MOTION:** Move to approve department recommendation of a one year time frame for utility account adjustments.

---

**SUMMARY:** Staff routinely encounters situations where a review of a utility account indicates the need for an adjustment where one level of service has been billed yet another has been received by the customer. Examples include City errors (such as meter size wrong in system, availability charges not billed for an improved lot, sewer hooked up but not billed, or the incorrect meter assigned to the account holder) as well as customer requests for adjustments covered by existing resolutions, such as leaks or pool fills.

Staff surveyed the surrounding municipalities: Daytona Beach, Daytona Beach Shores, Holly Hill, Ormond Beach, South Daytona. All of the municipalities contacted approve adjustments subject to a one year timeframe. In addition, the Orlando Utilities Commission stated they have a one year policy for adjustments. Staff processed adjustments using this guideline during FY 2015, and requests council direction if another timeframe is preferred.

The City Attorney recommends that the policy approved by city council be formalized by the council's adoption of a resolution.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

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Riehm, Tracey  
Riehm, Tracey  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 10/01/2015  
Approved - 10/01/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

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# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Street Sweeping Services Contract with USA Services of Florida, Inc. via Piggyback of Pinellas County Contract 134-0287-B (LN)

**DEPARTMENT:** Public Works

---

**RECOMMENDED MOTION:** Move to approve street sweeping services contract with USA Services of Florida, Inc. via piggyback of Pinellas County Contract 134-0287-B (LN) for a total contract amount of \$227,527.00, and to authorize the Mayor and City Clerk to execute all required contract documents.

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**SUMMARY:** Public Works requests approval of a street sweeping services contract with USA Services of Florida, Inc. through piggyback of Pinellas County Contract 134-0287-B (LN) for FY2016. The contract amount is \$227,527.00.

The annual street sweeping program covers key public streets and locations in the city and provides storm water quality, environmental, traffic, and aesthetic benefits to the community.

The attached street master spreadsheet and residential street spreadsheet provide a breakdown of streets, curb miles, and frequency of sweeps per month for FY2016.

Project No.:      Funding Account No.: 410-6100-534-3414

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## ATTACHMENTS:

|    |                                                |                                                                                         |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1. | Pinellas County Bid 134-0287-B(LN)             | Bid Submittal USA Services.pdf                                                          |
| 2. | Pinellas County Delegated Authority Memorandum | Reaward Approval to USA 3-31-15.pdf                                                     |
| 3. | Specifications                                 | Specifications.xlsx                                                                     |
| 4. | Master Street Sweeping FY16                    | Master Street Sweeping FY16.xls                                                         |
| 5. | Copy of Residential Streets FY16               | Copy of PO_Residential streets FY16.xlsx                                                |
| 6. | Standard Contract for Services                 | USA Services of Florida Inc Standard Contract for Services with City of Port Orange.pdf |

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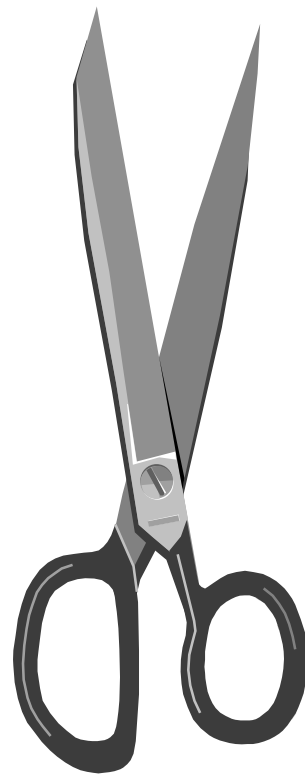
|                    |                             |
|--------------------|-----------------------------|
| Adumuah, Branford  | Approved - 09/24/2015       |
| Gomez, Joseph      | Approved - 10/01/2015       |
| Riehm, Tracey      | Approved - 10/01/2015       |
| Roberts, Margaret  | Approved - 10/01/2015       |
| Johansson, M. Jake | Final Approval - 10/01/2015 |

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

|                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SEALED BID • DO NOT OPEN</b>                                                |                                                                                                                                                            |
| SEALED BID NO.: <b>134-0287-B(LN)</b>                                          |                                                                                                                                                            |
| BID TITLE: <b>MECHANICAL STREET SWEEPING SERVICES</b>                          |                                                                                                                                                            |
| DUE DATE/TIME: <b>JUNE 3, 2014 @ 3:00 P.M.</b>                                 |                                                                                                                                                            |
| SUBMITTED BY: <u>USA Services of Florida, Inc.</u><br><b>(Name of Company)</b> |                                                                                                                                                            |
| DELIVER TO:                                                                    | PURCHASING DEPARTMENT<br>Board of County Commissioners<br>Annex Building – 6 <sup>th</sup> Floor<br>400 South Fort Harrison Avenue<br>Clearwater, FL 33756 |



***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

|                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBMIT TO:</b><br><br>PINELLAS COUNTY BOARD OF<br>COUNTY COMMISSIONERS<br>400 S. FT. HARRISON AVENUE<br>ANNEX BUILDING – 6 <sup>TH</sup> FLOOR<br>CLEARWATER, FL 33756                                                                                                                                                                            |  <h1 style="text-align: center;">INVITATION TO BID</h1>                  |
| <b>ISSUE DATE:</b><br><b>May 9, 2014</b>                                                                                                                                                                                                                                                                                                             | <b>BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b>                                                                     |
| <b>TITLE: MECHANICAL STREET SWEEPING SERVICES</b>                                                                                                                                                                                                                                                                                                    | <b>BID NUMBER:</b><br><b>134-0287-B (LN)</b>                                                                                                              |
| <b>SUBMITTAL DUE: June 3, 2014 @ 3:00 P.M.</b><br><b>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</b>                                                                                                                                                                                                                               | <b>PRE-BID DATE &amp; LOCATION:</b><br><b>NOT APPLICABLE</b>                                                                                              |
| <b>DEADLINE FOR WRITTEN QUESTIONS: MAY 23, 2014 BY 3:00 P.M.</b><br><br><b>SUBMIT QUESTIONS TO: LUCY NOWACKI AT <a href="mailto:lnowacki@pinellascounty.org">lnowacki@pinellascounty.org</a></b><br><b>Phone: 727-464-3766 Fax: 727-464-3925</b>                                                                                                     |                                                                                                                                                           |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p> | <br><b>JOSEPH LAURO,</b><br><b>CPPO/CPPB</b><br>Director of Purchasing |

**NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE**

**BIDDER MUST COMPLETE THE FOLLOWING**

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: 100 % 30 DAYS, NET 45 (PER F.S. 218.73)

\*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE  
AMOUNT OF \$ \_\_\_\_\_

**BIDDER (COMPANY NAME):** USA Services of Florida, Inc.

**D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** PO Box 520580

**CITY / STATE / ZIP** Longwood, FL 32752

**COMPANY EMAIL ADDRESS:** michael@usaservicesfl.com

**PHN:** 4073391800 **FAX:** 4073390241

**\*REMIT TO NAME:** USA Services of Florida

**(As Shown On Company Invoice)**

**CONTACT NAME:** michael latanza

**FEIN#** 59-2936530

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

**PRINT NAME:** Michael Latnza

**EMAIL ADDRESS:** michael@usaservicesfl.com

**I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

| FORMS CHECKLIST         |                          |
|-------------------------|--------------------------|
| COPY OF COMPANY INVOICE | <input type="checkbox"/> |
| W-9 (TAXPAYER ID)       | <input type="checkbox"/> |

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** Michael Latanza, VP

**SEE PAGE 27 SECTION F FOR BID PRICING SUMMARY**

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

## SECTION A - GENERAL CONDITIONS

### 1. **PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

### 2. **DESCRIPTION OF SUPPLIES:**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

### 3. **ALTERNATES:**

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

### 4. **SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice

### 5. **REJECTION OF BID:**

- (a) The County may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid.
  - 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
  - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

|                                       |
|---------------------------------------|
| <b>SECTION A - GENERAL CONDITIONS</b> |
|---------------------------------------|

**6. WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

**7. LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

**8. PUBLIC REVIEW AT BID OPENING:**

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

**9. BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website ([www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm)) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

**10. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

**11. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**SECTION A - GENERAL CONDITIONS****12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**14. COLLUSION:**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**15. CONTRACTOR LICENSE REQUIREMENT:**

All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

**16. MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.

**17. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for three (3) years from the date of final payment.

**18. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**

The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.

**19. MULTIPLE COPIES:**

Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.

**20. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of

## SECTION A - GENERAL CONDITIONS

such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

22. **ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

23. **"OR EQUAL" DETERMINATION:**

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

24. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

**DEFINITIONS:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

## SECTION A - GENERAL CONDITIONS

26. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

27. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** Billing address to which you are requesting payment be sent

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

**Unit Price** Unit price for the quantity of goods/services delivered

**Line Total** Amount due by line item

**Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

**SECTION A - GENERAL CONDITIONS****28. TAXES:**

Payments to Pinellas County are subject to applicable Florida taxes.

**29. TERMINATION:**

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

**30. BIDDER CAPABILITY/REFERENCES:**

Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

**31. DELIVERY/CLAIMS:**

Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**32. MATERIAL QUALITY:**

All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

**33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

**34. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.



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| <b>SECTION A - GENERAL CONDITIONS</b> |
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**35. EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**36. NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

**37. PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119 Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

**Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.**

**SECTION A - GENERAL CONDITIONS****38. LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

**39. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

**40. ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**41. INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

**42. PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

**SECTION A - GENERAL CONDITIONS****43. JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**44. CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

**SECTION A - GENERAL CONDITIONS****45. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

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| <b>SECTION A - GENERAL CONDITIONS</b> |
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- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
  - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
  - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

46. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is

**SECTION A - GENERAL CONDITIONS**

designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

## SECTION B - SPECIAL CONDITIONS

**Bid Title: Mechanical Street Sweeping Services****Bid Number: 134-0287-B (LN)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Mechanical Street Sweeping Services, as and when required.
  
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
  
3. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of thirty-six (36) months from the date of contract award and any extensions thereof.
 

a) Fuel Adjustment - Contractor will disclose the percentage of fuel that comprises the unit price in the bid submittal. After the initial twelve (12) month period prices are adjustable (increase/decrease) every twelve (12) months thereafter for the life of the contract based on the Florida Department of Transportation (FDOT) Price Index for Fuel and Bituminous Price Index, or not to exceed ten percent (10%). A copy of the FDOT Fuel & Bituminous Price Index is attached and can also be found online at <http://www.dot.state.fl.us/construction/fuel&bit/fuel&bit.shtm> (Exhibit D) The downward adjustment shall not fall below the FDOT Price index in place at the time of bid submittal.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.
  
4. **TERM EXTENSION(S) OF CONTRACT**  
 The contract may be extended subject to written notice of agreement from the County and successful bidder, for an additional twenty-four (24) month period beyond the primary contract period. The extension shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.
  
5. **PRE-COMMENCEMENT MEETING**  
 Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.
 

Contractor shall be prepared to start services within fourteen (14) calendar days from the date of the pre-commencement meeting unless another start date is agreeable with both parties.

The following documents will be due at this meeting:

  - Spill Prevention and Response Protocol (Paragraph 2)
  - Traffic Control Plan (Paragraph 12)
  - Debris & Disposal Source/Method (Paragraph 9)
  - Exhibit C – Roadway Areas & Sweeping Schedule (tentative plan)
  
6. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
  
7. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

**SECTION B - SPECIAL CONDITIONS**

8. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.



**SECTION B - SPECIAL CONDITIONS****9. SUBMISSION OF BIDS:**

Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

**Instructions for Providing Files in PDF Format to Pinellas County Government****A. Why does Pinellas County Government want all the documents as PDF files?**

**Answer-** It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

**B. Should I scan everything and save as PDF?**

**Answer-** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR)

**C. How do I get my PDF files to Pinellas County Government?**

**Answer-** They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact [webadmin@pinellascounty.org](mailto:webadmin@pinellascounty.org).

**Tips & Best-Practice Recommendations**

File names should clearly identify the file. Avoid cryptic or extremely long file names.

File names should not include spaces or special characters (stick to letters, numbers and dashes).

For example **MyCompany-bid-3000-oct-2012.pdf**

Check the PDF files to make sure they are functional before you send them.

If the file is large and has a table of contents, adding links into the table of contents makes your files much more user friendly.

To maximize the usefulness and audit-ability of your files, it is recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you have converted your file to PDF, use Acrobat, select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

## SECTION C – INSURANCE REQUIREMENTS

**Notice:** The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com); be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (1) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

|                                           |
|-------------------------------------------|
| <b>SECTION C – INSURANCE REQUIREMENTS</b> |
|-------------------------------------------|

- (2) employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (3) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

|                             |                   |
|-----------------------------|-------------------|
| Limit                       | Florida Statutory |
| Employers' Liability Limits |                   |
| Per Employee                | \$ 100,000        |
| Per Employee Disease        | \$ 100,000        |
| Policy Limit Disease        | \$ 500,000        |

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

|                                         |              |
|-----------------------------------------|--------------|
| Limits                                  |              |
| Combined Single Limit Per Occurrence    | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 1,000,000 |
| Personal Injury and Advertising Injury  | \$ 1,000,000 |
| General Aggregate                       | \$ 2,000,000 |

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

|                                    |              |
|------------------------------------|--------------|
| Limit                              |              |
| Combined Single Limit Per Accident | \$ 1,000,000 |

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

|                   |              |
|-------------------|--------------|
| Limits            |              |
| Each Occurrence   | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |

- (E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

## SECTION D – VENDOR REFERENCES

**Bid Title: Mechanical Street Sweeping Services**

**Bid Number: 134-0287-B (LN)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: USA Services of Florida

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 25 years

BUSINESS ADDRESS: 448 Spring Hammock Ct, Longwood, FL

HOW LONG IN PRESENT LOCATION: 25 years

TELEPHONE NUMBER: 407-339-1800 FAX NUMBER: 407-339-021

TOTAL NUMBER OF CURRENT EMPLOYEES: 124      FULL TIME 0      PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:

**All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.**

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED  
SIMILAR CONTRACT SERVICES FOR:

**1. COMPANY:** Sarasota County

**ADDRESS:** 1001 Sarasota Center Blvd, Sarasota, 3240

**TELEPHONE/FAX:** 941-861-0819

**CONTACT:** Lynn Mison

**CONTACT EMAIL:** [lmison@scgov.net](mailto:lmison@scgov.net)

**COMPANY EMAIL ADDRESS:** \_\_\_\_\_

2. COMPANY: ICA

**ADDRESS:** 10626 East US Hwy 92, Tampa, 33610

**TELEPHONE/FAX:** (813) 635-9696

**CONTACT:** Darren Dewitt

**CONTACT EMAIL:** [ddewitt@ica-onramp.com](mailto:ddewitt@ica-onramp.com)

**COMPANY EMAIL ADDRESS:** \_\_\_\_\_

**3. COMPANY:** Plant City

**ADDRESS:** 302 W. Reynolds St. Plant City, fl 33563

**TELEPHONE/FAX:** (813) 659-4200

**CONTACT:** Brett Gocka

**CONTACT EMAIL:** [bgocka@plantcitygov.com](mailto:bgocka@plantcitygov.com)

**COMPANY EMAIL ADDRESS:**

**4. COMPANY:** Polk County

**ADDRESS:** 330 W. Church St., Bartow, FL 33830

**TELEPHONE/FAX:** (863) 534-7377

**CONTACT:** Robert Kollinger

**CONTACT EMAIL:** RobertKollinger@polk-county.net

**COMPANY EMAIL ADDRESS:**

|                                   |
|-----------------------------------|
| <b>SECTION E – SPECIFICATIONS</b> |
|-----------------------------------|

**Bid Title: Mechanical Street Sweeping Services****Bid Number: 134-0287-B (LN)****A. OBJECTIVE:**

The Department of Environment and Infrastructure (DEI) seeks to establish a contract for mechanical street sweeping services for residential and non-residential areas including the Bayside Bridge arterial roadway. Services shall include all labor, equipment, and all costs for removal of soil, vegetation and debris and includes debris disposal.

**B. BACKGROUND:**

DEI currently utilizes in-house personnel and contract services to accomplish street sweeping in arterial areas, excluding the Bayside Bridge. The total annual curb miles for residential swept areas is 12,058 (10 cycles) and the Bayside Bridge arterial is 1,065 (52 cycles).

Approximate annual street sweeping debris collection: 1,400 tons at residential areas and 225 tons at the Bayside Bridge arterial roadway.

**C. BID QUALIFICATIONS:**

1) Bidder Qualifications: The below qualifications may be addressed in Section D – References, or provided as a separate attachment to the bid submittal. These qualifications should accompany the bid submittal.

- a) Possess applicable government experience utilizing a mechanical street sweeper, specifically on streets, roads, or highways. Work excludes parking lots.
- b) Experience shall be similar in size and scope to the requirements of this contract.
- c) Include a brief description of work performed under each contract and include type of equipment utilized, total annual curb miles, roadway location, contract duration, contact person, address, e-mail and phone.

2) The following information should accompany the bid submittal:

- a) Exhibit A - Equipment List: Bidders shall submit a list of all equipment that will be utilized in the performance of services per paragraph 5. Include the quantity and type of all equipment, backup equipment, including any dump trucks, roll off containers, etc. Include the make, model and year.

List repair facility (or mobile service) information that would be utilized for servicing the equipment.

- b) Exhibit B – Personnel List: Bidders should submit a list of all personnel that will be utilized in the performance of services, including licenses held. Include all operators, foremen, supervisors, emergency contact(s) and a designated representative who would have authority to act on behalf of the Firm.
- c) Prior to submitting its offer, it is required that the Contractor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Areas are as identified in Exhibit C.

The Contractor acknowledges that he has satisfied himself as to the nature and general location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, tides or similar physical conditions in Pinellas County, Florida; the confirmation and conditions of the terrain in Pinellas County; and the character of equipment and facilities needed to perform the work contemplated by this contract. Proposers shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Proposers shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion

## SECTION E – SPECIFICATIONS

of all the work in accordance with these specifications. Any failure by the Contractor to acquaint himself with available information shall not relieve them of responsibility for properly estimating the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents.

### **D. REQUIREMENTS:**

#### 1) Work Requirements & Quality:

a) Contractor shall furnish all labor, supervision, manpower, mobilization, materials, vehicles, equipment, insurance, management, transportation, supplies, debris disposal, water, and any other related costs necessary to complete the services of this contract.

b) Sweeping services consists of removing sand, soil, vegetation and other debris from designated areas of County maintained roadways.

c) Sweeping shall always be performed in the same direction as the traffic flow. Intersection areas with curbed areas may require additional passes outside of the normal 8' wide measure to thoroughly remove debris.

d) Quality: Upon immediate completion of sweeping, the roadway shall be clean and free of accumulated debris, regardless of the number of sweeping passes required. Obstacles in the sweeping area, such as parked vehicles, trash containers, basketball goals, low hanging trees, etc., are to be swept around. The area of that obstacle will not cause a deduction to the curb miles. Contractor shall notify the County Representative of obstacles that are a recurring problem.

#### 2) Contractor shall comply with all applicable Federal, State and local codes and other requirements related to the National Pollutant Discharge Elimination System (NPDES) and dust control.

Spill Prevention and Response: As a part of the above requirement, the Contractor shall maintain all equipment to prevent and repair potential leaks of fluids onto roadways. Contractor shall provide the County with a Spill Prevention and Response protocol at the pre-commencement meeting. The protocol shall include preventative measures, staff training and a list of spill response materials to be carried on the sweeper trucks. Should a leak or spill occur, the driver shall immediately implement spill response protocols and prevent additional leaks on roadways.

#### 3) Spoils Testing: Provide County access to perform random spoils testing by the County's Natural Resources Section.

#### 4) Spoil Sampling: If requested by the County, the Contractor will collect a sample of the collected material using County provided equipment and containers, complete chain of custody paperwork, and store the samples until County staff retrieves the sample within seven (7) days of collection.

#### 5) Equipment:

a) Contractor shall demonstrate to the County that they possess a sufficient supply of street sweepers and other necessary equipment to handle the work of this contract. This equipment is essential to meet the quality requirements of D. Requirements.

b) Contractors sweepers shall be equipped with a telemetric, GPS, or automatic vehicle locating system or other system that reports data described in Paragraph 7.C.

c) Contractor shall display the company name and phone number on equipment for citizens to report concerns.

d) Equipment shall be equipped with dust control and an operating flashing beacon and arrow board and back-up alarm. Dust control and proper lighting must be used for all sweeping cycles.

## SECTION E – SPECIFICATIONS

- e) Sweeping equipment shall comply with all Federal, State and local noise ordinances.
- f) Contractors equipment shall meet all OSHA and State safety requirements pertaining to this service.
- g) Equipment Inspection: Prior to award, all equipment that will be utilized by Contractor (Exhibit A) shall be available for inspection by the County Representative. Equipment the County deems questionable to effectively handle the work of the contract may require Contractor to demonstrate that equipments effectiveness and working condition. Equipment that does not satisfy the County during inspection shall be corrected or replaced.

The County Representative may inspect Contractors equipment at any time during the contract. Equipment that could damage roadways, emit excessive pollutants or be unsafe or improper shall be immediately removed from the work area until corrected or replaced.

- h) For heavily traveled arterial roadways (Bayside Bridge) a shadow vehicle shall be provided with an approved advanced warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system in accordance with FDOT and County Standards). That area is identified in Exhibit C.
- i) The equipment anticipated for use under this Contract, includes, but is not limited to:
  - 3-wheel or 4-wheel mechanical street sweepers of an Elgin Eagle type or other equal mechanical sweeper, which shall be equipped with two (2) side gutter brooms and rear pickup broom;
  - An air vacuum type machine with a hopper size greater than 3 ½ CY may be acceptable for use on this contract. Regardless of equipment type, services must meet the work requirements and quality of Section 9. The County reserves the right to request a demonstration of any questionable equipment to determine effectiveness in sweeping operations.
  - Backup sweepers;
  - Truck mounted arrow boards and attenuators;
  - Shadow vehicle;
  - Dump truck or roll-off containers for handling of debris.

j) Backup Equipment & Downtime: Contractor shall have sufficient backup equipment to ensure timely and continuous fulfillment of this contract. A maximum of two (2) working days, per month, will be allowed as downtime for unit repairs or replacement before operations must resume.

#### 6) Personnel Requirements:

- a) Contractor shall demonstrate that they possess sufficient licensed personnel to perform the services of this contract. Personnel should include, but are not limited to; operators, foremen, supervisors, emergency contacts including a designed Representative authorized to act on behalf of Contractor (see also Paragraph C.2.b Bid Qualifications).
- b) Contractor shall provide competent, suitable, qualified personnel to perform the work, who shall maintain good discipline and order while at the work sites.
- c) All Contractors' personnel utilized in the performance of services for this Contract shall be able to effectively communicate in the English language.

#### 7) Sweeping Schedule & Tracking/Reporting:

- a) Frequencies: The sweeping frequency of the roadway areas are described on Exhibit C – Roadway Areas & Sweeping Schedule. Each sweeping cycle for a particular work area shall be entirely complete prior to repeating that cycle with established start and end dates.

## SECTION E – SPECIFICATIONS

Although the intention for sweeping cycles is an even allocation throughout the year, adjustments may be required to focus on problem areas. Unless otherwise directed, sweeping performed sooner than the below parameters will be omitted from payment.

1. Areas that require ten (10) sweep cycles annually must be done with a minimum of forty (40) calendar days between the sweeping cycles, unless otherwise directed to address problem sites.
2. Areas that require 52 cycles per year must be completed on the scheduled date.
3. The residential cycles should be based on the following frequency:
 

|                   |          |
|-------------------|----------|
| February – May    | 4 Cycles |
| June – September  | 3 Cycles |
| October – January | 3 Cycles |

All work areas of this contract are provided in an “as is” condition.

b) Schedule: Contractor shall submit a tentative Sweeping Schedule (Exhibit C) to the County Representative for review, adjustment and approval at the pre-commencement meeting. This schedule shall provide the plan to complete work and shall define estimated start and end dates for each cycle based on the selected frequency. Contractor may utilize his own format for Exhibit C, if acceptable to the County Representative.

c) Weekly Reporting: Contractor shall provide the County Representative with a weekly sweeping report utilizing a GPS reporting system. The report shall contain the route locations for that were completed the former week and include documentation of operations including the sweeper, driver, date, time, speed and location, when vacuum is engaged, when brooms are down and operating, when water system is operating and when debris tank is full and emptied. Contractor shall also advise the County of the schedule of areas for the following week.

d) Schedule Adjustments: Schedules may be adjusted as necessary to accommodate problem areas or other County requests. Both parties shall agree to the change and coordinate in the schedule.

e) Inspections by County: The County Representative will perform inspections to verify work has been satisfactorily completed based on the routine sweeping report provided. Deficiencies will be provided to the Contractor for correction via email record. Contractor shall correct deficiencies by re-sweeping the deficient area within forty-eight (48) hours of notice.

f) Re-Inspection: If continual or chronic re-inspections are required in excess of two (2) occurrences per month due to deficiencies, then the County will conduct a progress meeting to discuss the deficiency and corrective action and Contractor will be put on notice that continued deficiencies will be cause for Contractor to be in default of contract.

g) Service Hours & Frequencies: All work performed on roadways shall be accomplished per the below schedule. No work will be performed on Saturdays, Sundays or County Holidays, unless authorized in writing or electronically by the County Representative.

### **Residential Roadways**

Hours: 7:00 AM - 4:00 PM, Monday - Friday.

Cycle frequency: Ten (10) cycles annually.

### **Arterial Roadway-Bayside Bridge**

Hours: 9:00 PM - 6:00 AM, Tuesday or Wednesday

Cycle frequency: Fifty-two (52) cycles annually.

h) Road Construction/Closure: Sweeping will not be required during road construction or road closures. The County Representative will notify Contractor as these situations occur. In this case, those curb miles shall not be paid for by the County.



**SECTION E – SPECIFICATIONS****8) Contractor Representative & Emergency Response:**

- a) Contractor shall provide a local Representative who can be contacted by the County at all times. This person shall report daily schedules and areas swept the previous work day to the County.
- b) Contractor's local Representative shall report any equipment leaks or spills to the County immediately or within 24 hours for follow up and clean up.
- c) Contractor shall provide a twenty-four (24) hour emergency contact person(s) capable of responding immediately.
- d) Emergency calls may occur at any time and are considered any call requiring Contractor to divert from the regular schedule. Emergency calls will come from the County Representative and will involve urgent scenarios where the removal of debris from man-made causes, hurricanes, storms or other disasters is critical. Contractor is required to respond and report to the designated site of the emergency within two (2) hours notification. These services will be payable per Paragraph F.2.

**9) Debris & Disposal:**

- a) Contractor will be solely responsible for disposal of all debris collected under this contract. Disposal must be in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal.
- b) Contractor shall submit a detailed disposal plan that encompasses the methods and time frames for collecting, transporting, storing, sifting, segregation and disposal source at the pre-commencement meeting. Any reuse of swept material must conform to National Pollutant Discharge Elimination System (NPDES) and Florida Department of Environmental Protection (FDEP) best practices.
- c) Supporting documentation in the form of receipts for disposal of debris or manifests documenting the weight shall accompany the monthly invoice. The invoice shall contain a summary of the total cubic tons of debris disposed for the appropriate invoice period. All costs involved with disposal of debris shall be factored into the bid unit price per curb mile of sweeping.
- d) The County will work with Contractor to establish debris bins placement at County sites as needed.
- e) Large Debris: Large debris that the sweeper cannot remove by mechanical means will require other means or techniques to successfully remove that debris, regardless of size. This includes, but is not limited to debris such as; tires and parts, hubcaps, large stones, boxes, tree limbs, wood, cable, etc. Stockpiling or disposal of debris on the County right-of-way is not permitted.

10) Water: Contractor shall be responsible to make any necessary arrangements with the City, County or other source for water requirements for the sweeping operation. Any cost for water shall be factored into the bid unit price per curb mile of sweeping.

**11) Completion Of Work:**

- a) Work shall be completed within each designated cycle as submitted by Contractor and agreed to by the County as further described in Exhibit C.
- b) During work periods, Contractor shall consult with the County Representative to inspect and approve work completed. Upon County notice that a work area is deficient and requires re-sweeping, that remedy shall occur within 2 working days (or 48-hours).
- c) Contractor shall only invoice for that service area after the County Representative has been notified of completion and the County has accepted the work. Invoices received prior to this notification will be returned to the Contractor to resubmit on completion.

## SECTION E – SPECIFICATIONS

12) Maintenance Of Traffic (MOT):

- a) Contractor shall provide all necessary MOT and conform to the Florida Department of Transportation's (FDOT) most current edition of "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- b) Contractor shall comply with the most current edition of the FDOT Accident Prevention Procedures Manual pertaining to the employee's safety and applicable OSHA standards.
- c) Prior to the start of work, Contractor shall provide a detailed traffic control plan to the County for approval. The plan shall be designed to accomplish the work and shall incorporate the methods and criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, as adopted and amended by FDOT. The plan shall be provided at the pre-commencement meeting.
- d) The foregoing requirements are not to be considered as a minimum, and the Contractor's compliance shall in no way relieve Contractor of final/full responsibility for providing adequate traffic control devices for protection of the public and employees throughout the work areas.
- e) The cost of MOT shall be factored into the bid unit price per curb mile of sweeping.

**E. ADDING & DELETING WORK**

- 1) The County reserves the right to add or delete work or to increase and decrease the frequencies of this Contract. The procedure will be for the County Representative to provide Contractor an email request with a minimum of fourteen (14) calendar days advance notice of the adjustment. That request will include the curb miles adjustment and effective date of change. Contractor shall acknowledge via email to confirm receipt and acceptance of the change. The County shall update Exhibit C and send to Contractor and County Contract Administrator.
- 2) Contractor shall identify all additions/deletions including the affected curb miles and date of change separately on invoices.
- 3) Additions or deletions of work areas to this contract shall be done in full accordance with these specifications at the unit price established in the bid.

**F. MEASUREMENT / PAYMENT & UNIT PRICES**

- 1) Street sweeping includes all labor, supervision, manpower, mobilization, materials, vehicles, equipment, insurance, bonds, management, transportation, MOT, supplies, debris disposal and water.
- 2) One curb mile is defined as a minimum of eight feet (8') wide and one mile long, continuous or accumulative in areas to be swept. Streets with curbs on both sides will have double the curb miles.
- 3) Quantities to be paid will be the quantity of curb miles completed and accepted as measured longitudinally to the nearest one-tenth mile. Island curbs shall be swept and they have been included in the curb miles disclosed in Exhibit C.
- 4) Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

**Measurement and Payment:** Based on the total quantity completed in curb miles and including debris disposal and accepted by the County.

Unit Prices: The County has included the following unit prices for other work that may be required during the term of this contract as described below. If these services are required, they will be funded from the Unspecified Services provided under Section 16.

- 1) Unit Price No. 1 – Special Requests: Provide a unit price per curb mile to perform non-recurring special requests. The unit price shall be inclusive of all costs to perform sweeping.

**SECTION E – SPECIFICATIONS**

- 2) Unit Price No. 2 - Emergency Sweeping: Provide unit pricing for emergencies resulting from man-made events, hurricanes, storms, or other disasters. Unit prices shall include hourly labor, an hourly equipment rate and a debris disposal rate per cubic ton. These prices shall be inclusive of all costs. See also Section 8.

**G. COUNTY REPRESENTATIVE**

Upon award of contract, all work will be coordinated with the following County Representative, or designee:

Marty Bauer  
Department of Environment and Infrastructure  
Transportation & Stormwater Division  
22211 US Hwy. 19 N., Building 1  
Clearwater, FL 33765  
Phone: (727) 464-8873 / Fax: (727) 464-8915  
Email: MBauer@pinellascounty.org

**H. INVOICING**

In addition to the requirements set forth in Section A, #27, the following invoice guidelines apply:

- Submit invoice only upon acceptance of work or materials.
- Include a recap of the amount of debris disposed for that period of services.
- Invoices shall reference the purchase order number, route areas and percentage (%) of completion.
- Invoices shall identify the individual bid items with extended quantities and pricing.
- Additions/deletions of work areas shall be shown as separate items on invoices.
- All disposal tickets or manifests for the disposal of debris shall accompany all invoices.
- Unspecified Materials shall be identified as a separate line item on all invoices.

## SECTION E – SPECIFICATIONS

**Bid Title: Mechanical Street Sweeping Services**  
**Bid Number: 134-0287-B (LN)**

|                                                          | (A)<br>Item Description                                                                                                                                                         | (B)<br>Single Cycle<br>Curb Miles | (C)<br>12-Month Cycle<br>Frequency | (D)<br>36-Month Curb<br>Miles | (E)<br>Unit Price per<br>Curb Mile | (F)<br>(F = D x E)<br>Total Price |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------|-------------------------------|------------------------------------|-----------------------------------|
| 1                                                        | Residential Roadways                                                                                                                                                            | 1,205.80                          | 10                                 | 36,174                        | \$ \$29.24                         | \$ 1,057,727.76                   |
| 2                                                        | Arterial Roadway - Bayside Bridge<br>(requires shadow vehicle)                                                                                                                  | 20.47                             | 52                                 | 3,193.32                      | \$ 29.24                           | \$ 93,372.67                      |
| <b>Total Bid All Groups</b>                              |                                                                                                                                                                                 |                                   |                                    |                               |                                    | \$ 1,151,100.43                   |
| OPTIONAL SERVICES: (WILL NOT BE USED TO DETERMINE AWARD) |                                                                                                                                                                                 |                                   |                                    |                               |                                    |                                   |
|                                                          | <b>UNIT PRICE NO. 1:</b><br>Provide a unit price for sweeping for special non-recurring requests.                                                                               |                                   |                                    |                               |                                    |                                   |
|                                                          | \$ 125.00                                                                                                                                                                       |                                   |                                    | Curb Mile Price               |                                    | \$                                |
|                                                          | <b>UNSPECIFIED SERVICES:</b><br>Unspecified work is not a guarantee to be needed during the contract and will be ordered and authorized solely at the discretion of the County. |                                   |                                    |                               |                                    | \$35,000.00                       |
|                                                          | <b>Fuel Adjustment:</b> per Section B, 3, Bidder shall disclose the overhead fuel % factored into the unit price per curb mile.                                                 |                                   |                                    | 8 %                           |                                    |                                   |

|                                |
|--------------------------------|
| <b>SECTION F – BID SUMMARY</b> |
|--------------------------------|

**IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID.**

**DELIVERY 5 DAYS AFTER RECEIPT OF ORDER**

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

**SECTION F – BID SUMMARY****Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

Would your company accept to participate in the ePayables credit card program?

Yes ☒

No ☐

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

USA Services of Florida

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

Michael Latanza  
\_\_\_\_\_  
Printed Signature

407-339-1800  
\_\_\_\_\_  
Phone Number

**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**Substitute  
Form**W-9****Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**Signature of  
U.S. person ▶

Date ▶

**\*Instructions to Form W-9 available upon request.**

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Mechanical Street Sweeping Services

Bid No: 134-0287-B (LN)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

|   |                 |         |
|---|-----------------|---------|
| 1 | Michael Latanza | 5/15/14 |
|   |                 |         |
|   |                 |         |
|   |                 |         |
|   |                 |         |
|   |                 |         |
|   |                 |         |
|   |                 |         |

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department’s website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , listed under category ‘Current Bids’.



SECTION H - STATEMENT OF NO BID

**NOTE:** If you do not intend to bid on this requirement, please return this form immediately. *Thank you.*

[Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **134-0287-B (LN)** for **Mechanical Street Sweeping Services**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME:

DATE:

SIGNATURE:

TYPED NAME OF ABOVE:

TELEPHONE:

FAX:

EMAIL:

**EXHIBIT A****EQUIPMENT LIST**

List all equipment that will be utilized to accomplish the work of this contract.

**This list should accompany the bid.**

| Quantity | Year | Make     | Model     | Vehicle ID Number | Other Comments |
|----------|------|----------|-----------|-------------------|----------------|
| 1        | 2014 | Elgin    | Eagle     | E45               |                |
| 1        | 2014 | Elgin    | Eagle     | E44               |                |
| 1        | 2008 | Elgin    | Eagle     | E42               |                |
| 1        | 2007 | Sterling | rolloff   | R8                |                |
| 1        | 2007 | sterling | dumptruck | L76               |                |
|          |      |          |           |                   |                |
|          |      |          |           |                   |                |
|          |      |          |           |                   |                |
|          |      |          |           |                   |                |
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|          |      |          |           |                   |                |
|          |      |          |           |                   |                |

|                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>Repair/Service Facility:</b> | USA Services Tampa Operations       |
| <b>Address:</b>                 | 2110 N 71st Street, Tampa, FL 33619 |

## PERSONNEL LIST

List all personnel (operators, foremen, supervisors, etc.) that will be utilized to accomplish the work.

This list should accompany the bid.

| Name          | Title/Position          | Equipment They Operate | License |
|---------------|-------------------------|------------------------|---------|
| Kra Whitmore  | Regional Manager        | N/A                    |         |
| Brian Owens   | Asst Operations Manager | N/A                    |         |
| Mark Durgin   | Street Sweeper Operator | Elgin Eagle Sweeper    |         |
| Carla Barrera | Street Sweeper Operator | Elgin Eagle Sweeper    |         |
| John Clark    | Street Sweeper operator | Elgin Eagle Sweeper    |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |
|               |                         |                        |         |

| 24-Hour Emergency Contact  | Title/Position          |
|----------------------------|-------------------------|
| <b>Name:</b> Brian owens   | Asst Operations Manager |
| <b>Phone:</b> 813-494-4542 |                         |

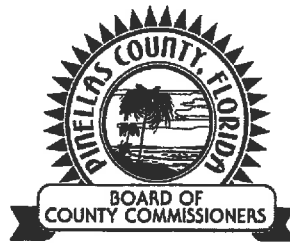
| Vendor's Representative      | Title/Position |
|------------------------------|----------------|
| <b>Name:</b> Michael Latanza | VP             |
| <b>Phone:</b> 407-339-1800   |                |

## ROADWAY AREAS & SWEEPING SCHEDULE

**NOTE:** The attached Residential Roadway Area spreadsheet has been rolled up to the subdivision level due to the size of the document being nearly 100 pages.

A comprehensive view of specific subdivision limits can be viewed by selecting the "+" symbol at the left side of the subdivisions

[Exhibit Road List Agile Export 5-21-08 final.xlsx](#)



## Delegated Authority Memorandum

---

**TO:** Mark S. Woodard, County Administrator

**THROUGH:** Paul Sacco, Director Real Estate Management

**FROM:** Joe Lauro, Director,  
Purchasing

**DATE:** March 24, 2015

**SUBJECT:** Suspension and Re-award of Contract – Mechanical Street Sweeping Services  
Contract No. 134-0287-B (LN)

---

### **Recommended Action:**

Recommend the County Administrator suspend the services of Star Cleaning USA, Inc. (Star Cleaning) effective 5:00 PM, March 27, 2015 for material breach of contract services.

Further recommend the County Administrator award the contract on an emergency basis for mechanical street sweeping services to USA Services of Florida Inc, (USA Services), Longwood, Florida as the second lowest bidder.

### **Summary:**

For material breach of contract services, this action will suspend the current contract for cyclical mechanical street sweeping services for residential and non-residential areas including the Bayside Bridge arterial roadway. As street sweeping is a necessary service that may affect public health, staff is requesting the County Administrator award this contract to the second lowest bidder, USA Services on an emergency basis.

USA Services has been contacted and agreed to provide street sweeping services at original bid pricing effective March 30, 2015 through September 30, 2017. USA Services was the County street sweeping contractor prior to the recent award to Star Cleaning.

The County Administrator suspension and emergency re-award will be presented to the Board for acknowledgement when the Board is requested to formally cancel this contract.

### **Background/Explanation:**

Star Cleaning was awarded the contract for mechanical street sweeping services on August 5, 2014 by the Board of County Commissioners. Star Cleaning has been performing inconsistently since contract initiation on October 1, 2014. Staff has requested Star Cleaning perform to contract specification through varied correspondence, including three (3) separate formal meetings and a cure meeting held on January 29, 2015. At the cure meeting Star Cleaning was provided sixty (60) days to correct contract deficiencies. To date, there has been little improvement in services with continuing non-compliance issues. In the near future, the Board of County Commissioners (Board) will be requested to formally cancel this contract for cause based on the poor performance of Star Cleaning. Once the contract is cancelled by the Board, Star Cleaning will be suspended by the Purchasing Director for two (2) years as per Section 2-161 of County Code.

**Fiscal Impact:**

|                                                                              |                       |
|------------------------------------------------------------------------------|-----------------------|
| Bid pricing submitted by USA Services for thirty six (36) month expenditure: | \$1,186,100.44        |
| Approved Thirty-six (36) Month Expenditure with Star Cleaning:               | <u>\$1,063,128.26</u> |
|                                                                              | \$ (122,972.18)       |

|                                                                                                   |                |
|---------------------------------------------------------------------------------------------------|----------------|
| Estimated expenditure with USA Services from 3/30/15 through 9/30/17 (amount for emergency award) | \$1,110,000.00 |
|---------------------------------------------------------------------------------------------------|----------------|

|                                                              |             |
|--------------------------------------------------------------|-------------|
| Expenditures with Star Cleaning from 10/1/14 through 3/27/15 | \$68,100.00 |
|--------------------------------------------------------------|-------------|

**Delegated Authority:**

Authority for the County Administrator to suspend a contractor for performance prior to recommendation for cancellation by the Board of County Commissioners is granted under Purchasing Policy Section 9.10.

Authority for the County Administrator to award contracts on an emergency basis is granted under County Code Section 2-181(b)(1).

Recommendation Approved:  Date: 3/26/15  
Mark S. Woodard, County Administrator



**Mechancial Street Sweeping Services  
Specifications**

| A. Item Description |                                                                                                                                                                                           | B. Single Cycle<br>Curb Miles | C. 12-Month Cycle<br>Frequency | D. 12-Month Curb<br>Miles | E. Unit Price per Curb<br>Mile | (F = D x E)<br>Total Price |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------|---------------------------|--------------------------------|----------------------------|
| 1                   | Residential Roadways                                                                                                                                                                      | 269.74                        | 6                              | 3,236.88                  | 29.24                          | 94,646.37                  |
|                     | <div> <div>February - May</div> <div>4 - Cycles</div> </div> <div> <div>June - September</div> <div>1 - cycle</div> </div> <div> <div>October - January</div> <div>1 - cycle</div> </div> |                               |                                |                           |                                |                            |
| 2                   | Arterial Roadway                                                                                                                                                                          | 12.46                         | 52                             | 2591.18                   | 29.24                          | 75,765.98                  |
| 3                   | Collector Roadways - 2 Curb                                                                                                                                                               | 10.30                         | 26                             | 535.80                    | 29.24                          | 15,666.70                  |
| 4                   | Collector Roadways - 4 Curb                                                                                                                                                               | 3.03                          | 26                             | 315.39                    | 29.24                          | 9,221.94                   |
|                     | <b>Total</b>                                                                                                                                                                              |                               |                                |                           |                                | 24,888.64                  |
| 5                   | City Facilities                                                                                                                                                                           | 13.2                          | 26                             | 343.2                     | 29.24                          | 10,035.17                  |
| 6                   | Non-recurring unit price                                                                                                                                                                  |                               |                                |                           | 125.00                         |                            |
| 7                   | Unspecified Services                                                                                                                                                                      |                               |                                |                           |                                | 22,190.84                  |
|                     | <b>Total</b>                                                                                                                                                                              |                               |                                |                           |                                | <b>227,527.00</b>          |

## Sweep Master

Effective

|                                                         | Section | Curbs | Lin. Ft           | Miles            | Frequency Sweeps | Curb Miles      | Cost per Curb Mile | Annual Cost       |
|---------------------------------------------------------|---------|-------|-------------------|------------------|------------------|-----------------|--------------------|-------------------|
| <b>Arterials, 1 sweep every week</b>                    |         |       |                   |                  |                  |                 |                    |                   |
| 1 Dunlawton, 4 lanes (4 curbs) Halifax to I 95          |         | 4     | 20,820            | 3.94             | 52.00            | 820.18          | 29.24              | 23,982.12         |
| 2 Ridgewood, 4 lanes (4 curbs) North C limits to South  |         | 4     | 18,045            | 3.42             | 52.00            | 710.86          | 29.24              | 20,785.65         |
| 3 Nova Rd, 4 lanes(US to north limits)                  |         | 4     | 22,645            | 4.29             | 52.00            | 892.08          | 29.24              | 26,084.30         |
| 5 Dunlawton from Low bridge to Peninsula added 9/19/06  |         | 4     | 4,266             | 0.81             | 52.00            | 168.05          | 29.24              | 4,913.91          |
| <b>Total Arterials</b>                                  |         |       | <b>65,776.00</b>  | <b>12.46</b>     | <b>208.00</b>    | <b>2591.18</b>  |                    | <b>75,765.98</b>  |
| <b>Collectors, 1 sweep every 2 weeks</b>                |         |       |                   |                  |                  |                 |                    |                   |
| 1 S Williamson (From Taylor Rd to Summertrees)          |         | 4     | 16,012            | 3.03             | 26.00            | 315.39          | 29.24              | 9,221.94          |
| 2 Airport Road(curbs Anita St to Martin Dairy) 1.635 LF |         | 2     | 1,635             | 0.31             | 26.00            | 16.10           | 29.24              | 470.83            |
| 3 City Center Blvd                                      |         | 2     | 1,073             | 0.20             | 52.00            | 21.13           | 29.24              | 617.98            |
| 4 City Center Circle                                    |         | 2     | 2,563             | 0.49             | 52.00            | 50.48           | 29.24              | 1,476.13          |
| 5 City Center Dr                                        |         | 2     | 1,520             | 0.29             | 52.00            | 29.94           | 29.24              | 875.43            |
| 6 Clyde Morris Blvd Taylor to north City Limits         |         | 2     | 19,734            | 3.74             | 26.00            | 194.35          | 29.24              | 5,682.79          |
| 7 Herbert St.(Crubs RR tracks to us1) 1,639 LF          |         | 2     | 1,639             | 0.31             | 26.00            | 16.14           | 29.24              | 471.98            |
| 8 Jackson St.(Curbs Dunl. to Sp Ck) 3,175 LF            |         | 2     | 3,175             | 0.60             | 26.00            | 31.27           | 29.24              | 914.30            |
| 9 Oak Street(curbs dun. to Sp Ck) 1,490 LF              |         | 2     | 1,490             | 0.28             | 26.00            | 14.67           | 29.24              | 429.07            |
| 10 Spruce Creek Rd(curbs Nova to Taylor) 3,755 LF       |         | 2     | 3,755             | 0.71             | 26.00            | 36.98           | 29.24              | 1,081.33          |
| 11 Victoria Gardens Blvd                                |         | 2     | 2,570             | 0.49             | 26.00            | 25.31           | 29.24              | 740.08            |
| 12 Taylor Rd                                            |         | 2     | 15,250            | 2.89             | 26.00            | 150.19          | 29.24              | 4,391.54          |
| <b>Total Collectors</b>                                 |         |       | <b>54,404.00</b>  | <b>10.30</b>     | <b>364.00</b>    | <b>586.58</b>   |                    | <b>26,373.42</b>  |
| <b>City Facilities, 1 sweep every 2 weeks</b>           |         |       |                   |                  |                  |                 |                    |                   |
|                                                         |         |       | Sq. Footage       | 10' width        |                  |                 |                    |                   |
| 1 Allen Green Commu nity Center                         |         | 1     | 65,775            | 6577.50          | 26.00            | 1.25            | 29.24              | 947.06            |
| 2 Causeway Park                                         |         | 1     | 142,260           | 14226.00         | 26.00            | 2.69            | 29.24              | 2,048.33          |
| 3 City hall/ Library                                    |         | 1     | 120,210           | 12021.00         | 26.00            | 2.28            | 29.24              | 1,730.84          |
| 4 Cypress Head Parking Lot                              |         | 1     | 64,584            | 6458.40          | 26.00            | 1.22            | 29.24              | 929.91            |
| 5 Gym                                                   |         | 1     | 22,625            | 2262.50          | 26.00            | 0.43            | 29.24              | 325.77            |
| 6 Public Works/ Warehouse                               |         | 1     | 177,425           | 17742.50         | 26.00            | 3.36            | 29.24              | 2,554.65          |
| 7 Riverside Pavilion Park, Chamber                      |         | 1     | 29,100            | 2910.00          | 26.00            | 0.55            | 29.24              | 419.00            |
| 8 YMCA                                                  |         | 1     | 75,016            | 7501.60          | 26.00            | 1.42            | 29.24              | 1,080.12          |
| <b>Total City Facilities</b>                            |         |       | <b>696,995.00</b> | <b>69,699.50</b> | <b>208.00</b>    | <b>13.20</b>    |                    | <b>10,035.67</b>  |
| <b>Total Cost</b>                                       |         |       | <b>817,175.00</b> | <b>69,722.26</b> | <b>780.00</b>    | <b>3,190.95</b> |                    | <b>112,175.07</b> |



| <b><i>STREET_NAM</i></b> | <b><i>STREET_TYP</i></b> | <b><i>PUBLIC_PRIVATE</i></b> | <b><i>Lin. Feet</i></b> | <b><i>Curbs</i></b> | <b><i>Miles</i></b> |
|--------------------------|--------------------------|------------------------------|-------------------------|---------------------|---------------------|
| 1ST                      | ST                       | PUB                          | 445                     | 2                   | 0.08                |
| 1ST                      | AV                       | PRV                          | 587                     | 2                   | 0.11                |
| 2ND                      | ST                       | PUB                          | 1260                    | 2                   | 0.23                |
| 2ND                      | AV                       | PRV                          | 601                     | 2                   | 0.11                |
| 3RD                      | ST                       | PUB                          | 2075                    | 2                   | 0.39                |
| 3RD                      | AV                       | PRV                          | 583                     | 2                   | 0.11                |
| 4TH                      | ST                       | PUB                          | 1968                    | 2                   | 0.37                |
| 4TH                      | AV                       | PRV                          | 575                     | 2                   | 0.11                |
| 5TH                      | ST                       | PUB                          | 2645                    | 2                   | 0.50                |
| 6TH                      | ST                       | PUB                          | 1125                    | 2                   | 0.21                |
| A                        | ST                       | PUB                          | 214                     | 2                   | 0.04                |
| ABBY                     | LN                       | PUB                          | 603                     | 2                   | 0.11                |
| ACACIA                   | DR                       | PUB                          | 1067                    | 2                   | 0.20                |
| ACACIA                   | CIR                      | PUB                          | 255                     | 2                   | 0.05                |
| ACORN                    | LN                       | PUB                          | 1215                    | 2                   | 0.23                |
| ADRIANNE                 | CT                       | PUB                          | 711                     | 2                   | 0.13                |
| AFSHIN                   | CT                       | PUB                          | 439                     | 2                   | 0.08                |
| AIRSTREAM                | ST                       | PRV                          | 466                     | 2                   | 0.09                |
| ALCORN                   | RD                       | PUB                          | 802                     | 2                   | 0.15                |
| ALDER                    | DR                       | PUB                          | 2252                    | 2                   | 0.43                |
| ALEXANDER                | AV                       | PUB                          | 1668                    | 2                   | 0.32                |
| ALI                      | CT                       | PUB                          | 135                     | 2                   | 0.03                |
| ALOHA                    | TER                      | PUB                          | 981                     | 2                   | 0.19                |
| ALSTRUM                  | DR                       | PUB                          | 1110                    | 2                   | 0.21                |
| AMBER                    | CIR                      | PUB                          | 359                     | 2                   | 0.07                |
| AMICI                    | CT                       | PUB                          | 792                     | 2                   | 0.15                |
| AMY LEE                  | CIR                      | PUB                          | 130                     | 2                   | 0.02                |
| ANA MARIA                | CIR                      | PUB                          | 1202                    | 2                   | 0.23                |
| ANDKEN                   | LN                       | PUB                          | 392                     | 2                   | 0.07                |
| ANDREWS                  | ST                       | PRV                          | 498                     | 2                   | 0.09                |
| ANGELINA                 | CT                       | PUB                          | 1124                    | 2                   | 0.21                |
| ANHINGA                  | DR                       | PRV                          | 528                     | 2                   | 0.10                |
| ANITA                    | ST                       | PRV                          | 1145                    | 2                   | 0.22                |
| ANTHONY                  | DR                       | PRV                          | 746                     | 2                   | 0.14                |
| ANTIGUA                  | DR                       | PUB                          | 843                     | 2                   | 0.16                |
| APACHE                   | BLVD                     | PRV                          | 1065                    | 2                   | 0.20                |
| APPLE                    | CT                       | PUB                          | 195                     | 2                   | 0.04                |
| APPLEVIEW                | WAY                      | PUB                          | 540                     | 2                   | 0.10                |
| ARASH                    | CIR                      | PUB                          | 5286                    | 2                   | 1.00                |
| ARECA PALM               | DR                       | PRV                          | 5203                    | 2                   | 0.99                |
| ARMIN                    | CT                       | PUB                          | 515                     | 2                   | 0.10                |
| ARUNA                    | DR                       | PUB                          | 807                     | 2                   | 0.15                |
| ASHLAND                  | CT                       | PRV                          | 178                     | 2                   | 0.03                |
| ASHLEY                   | CIR                      | PUB                          | 157                     | 2                   | 0.03                |

|                 |      |     |      |   |      |
|-----------------|------|-----|------|---|------|
| ASHMEADE        | CT   | PRV | 445  | 2 | 0.08 |
| ASHTON LAKES    | BLVD | PUB | 545  | 2 | 0.10 |
| ASTON           | LN   | PUB | 870  | 2 | 0.16 |
| AUTUMN          | TR   | PRV | 4138 | 2 | 0.78 |
| AVON            | ST   | PUB | 793  | 2 | 0.15 |
| AVON            | CT   | PUB | 512  | 2 | 0.10 |
| AZALEA          | CIR  | PRV | 1832 | 2 | 0.35 |
| AZALEA POINTE   | DR   | PUB | 1308 | 2 | 0.25 |
| B               | ST   | PUB | 220  | 2 | 0.04 |
| BAKERS END      | TR   | PRV | 275  | 2 | 0.05 |
| BALD EAGLE      | DR   | PRV | 2295 | 2 | 0.43 |
| BANBURY         | DR   | PUB | 1940 | 2 | 0.37 |
| BANYAN          | LN   | PRV | 1138 | 2 | 0.22 |
| BAREFOOT        | TR   | PUB | 980  | 2 | 0.19 |
| BARHYDT         | AV   | PUB | 2078 | 2 | 0.39 |
| BARLOW          | CIR  | PUB | 544  | 2 | 0.10 |
| BARNACLE        | DR   | PUB | 2127 | 2 | 0.40 |
| BARROWS DAIRY   | RD   | PUB | 2074 | 2 | 0.39 |
| BAY GROVE       | DR   | PUB | 547  | 2 | 0.10 |
| BAY IN THE WOOD | ST   | PUB | 2393 | 2 | 0.45 |
| BAY TREE        | CT   | PRV | 129  | 2 | 0.02 |
| BAYRIDGE        | LN   | PUB | 1911 | 2 | 0.36 |
| BAYSHORE        | DR   | PUB | 6640 | 2 | 1.26 |
| BAYVIEW         | LN   | PUB | 1210 | 2 | 0.23 |
| BAYWOOD         | CIR  | PUB | 842  | 2 | 0.16 |
| BAYWOOD         | AV   | PUB | 809  | 2 | 0.15 |
| BEACON HILL     | RD   | PRV | 605  | 2 | 0.11 |
| BEARS           | TR   | PRV | 306  | 2 | 0.06 |
| BECCARRO        | BLVD | PUB | 211  | 2 | 0.04 |
| BECKY           | DR   | PRV | 381  | 2 | 0.07 |
| BELLEFLOWER     | DR   | PRV | 1179 | 2 | 0.22 |
| BENT OAK        | DR   | PUB | 1041 | 2 | 0.20 |
| BENTWOOD        | LN   | PUB | 1457 | 2 | 0.28 |
| BERKLEY         | CIR  | PRV | 192  | 2 | 0.04 |
| BERN            | ST   | PRV | 932  | 2 | 0.18 |
| BETH            | CT   | PUB | 384  | 2 | 0.07 |
| BEVERLY         | ST   | PRV | 482  | 2 | 0.09 |
| BIG CRANE       | LOOP | PRV | 6096 | 2 | 1.15 |
| BILOXI          | CT   | PUB | 136  | 2 | 0.03 |
| BIRCH MOUNTAIN  | RD   | PUB | 1212 | 2 | 0.23 |
| BIRO            | DR   | PRV | 685  | 2 | 0.13 |
| BLACK DUCK      | DR   | PUB | 1503 | 2 | 0.28 |
| BLACK JACK      | CIR  | PUB | 878  | 2 | 0.17 |
| BLUE SKY        | DR   | PRV | 1782 | 2 | 0.34 |
| BLUEBERRY       | DR   | PUB | 412  | 2 | 0.08 |
| BLUSTERY        | DR   | PRV | 419  | 2 | 0.08 |
| BOARS HEAD      | DR   | PUB | 1188 | 2 | 0.23 |

|              |      |     |      |   |      |
|--------------|------|-----|------|---|------|
| BOBCAT       | TR   | PRV | 287  | 2 | 0.05 |
| BOGGS FORD   | RD   | PUB | 5890 | 2 | 1.12 |
| BORDEAUX     | CT   | PRV | 108  | 2 | 0.02 |
| BOURBON      | ST   | PUB | 1896 | 2 | 0.36 |
| BOYTE        | ST   | PUB | 744  | 2 | 0.14 |
| BRAHMA       | LN   | PUB | 365  | 2 | 0.07 |
| BRAMBLE BUSH | CIR  | PUB | 2792 | 2 | 0.53 |
| BRANCH       | DR   | PUB | 292  | 2 | 0.06 |
| BRANCH       | DR   | PUB | 1491 | 2 | 0.28 |
| BRANDON      | LN   | PUB | 515  | 2 | 0.10 |
| BRANDON      | LN   | PUB | 272  | 2 | 0.05 |
| BRANDY HILLS | DR   | PUB | 6441 | 2 | 1.22 |
| BREAKS       | WAY  | PUB | 1062 | 2 | 0.20 |
| BRECKENRIDGE | DR   | PUB | 3225 | 2 | 0.61 |
| BREEZEMONT   | CT   | PRV | 158  | 2 | 0.03 |
| BRENTWOOD    | CT   | PRV | 161  | 2 | 0.03 |
| BRETTS       | ST   | PUB | 652  | 2 | 0.12 |
| BRIARWOOD    | AV   | PRV | 555  | 2 | 0.11 |
| BRIDGEWATER  | DR   | PRV | 1036 | 2 | 0.20 |
| BRIGHTON     | DR   | PUB | 2726 | 2 | 0.52 |
| BRIMFIELD    | CT   | PUB | 992  | 2 | 0.19 |
| BRISKEY      | CT   | PUB | 204  | 2 | 0.04 |
| BRISTLE CONE | WAY  | PUB | 168  | 2 | 0.03 |
| BRITTANY     | AV   | PUB | 1976 | 2 | 0.37 |
| BROKEN BOW   | LN   | PUB | 1991 | 2 | 0.38 |
| BROM BONES   | CT   | PUB | 301  | 2 | 0.06 |
| BROOKMEADOW  | DR   | PUB | 662  | 2 | 0.13 |
| BROOKS       | LN   | PRV | 857  | 2 | 0.16 |
| BRUNER       | RD   | PUB | 1584 | 2 | 0.30 |
| BURGOYNE     | RD   | PUB | 670  | 2 | 0.13 |
| BURGUNDY     | TER  | PUB | 444  | 2 | 0.08 |
| BURKILN      | PL   | PUB | 236  | 2 | 0.04 |
| BUTTERFLY    | BLVD | PUB | 1778 | 2 | 0.34 |
| BUTTERMILK   | LN   | PRV | 1378 | 2 | 0.26 |
| BUTTON BUSH  | CT   | PUB | 148  | 2 | 0.03 |
| CACTUS       | ST   | PUB | 546  | 2 | 0.10 |
| CAKEBREAD    | CT   | PUB | 195  | 2 | 0.04 |
| CALISTOGA    | CIR  | PUB | 2700 | 2 | 0.51 |
| CALLIOPE     | AV   | PUB | 1440 | 2 | 0.27 |
| CAMBRIDGE    | DR   | PUB | 2129 | 2 | 0.40 |
| CAMBRIDGE    | BLVD | PUB | 399  | 2 | 0.08 |
| CAMELOT      | CT   | PUB | 356  | 2 | 0.07 |
| CANALVIEW    | BLVD | PUB | 4068 | 2 | 0.77 |
| CANNA        | CT   | PRV | 1721 | 2 | 0.33 |
| CANTERBURY   | LN   | PRV | 189  | 2 | 0.04 |
| CAP DIVILLE  | AV   | PUB | 954  | 2 | 0.18 |
| CARAMEL      | AV   | PRV | 1820 | 2 | 0.34 |

|                   |      |     |      |   |      |
|-------------------|------|-----|------|---|------|
| CARLISLE          | DR   | PRV | 509  | 2 | 0.10 |
| CARLTON           | PL   | PUB | 668  | 2 | 0.13 |
| CARMODY LAKE      | DR   | PUB | 2616 | 2 | 0.50 |
| CARMODY LAKE      | CT   | PUB | 371  | 2 | 0.07 |
| CARYA             | CIR  | PUB | 117  | 2 | 0.02 |
| CASEY             | LN   | PUB | 2214 | 2 | 0.42 |
| CASPER            | AV   | PUB | 839  | 2 | 0.16 |
| CEDAR             | LN   | PRV | 626  | 2 | 0.12 |
| CEDAR             | ST   | PUB | 2908 | 2 | 0.55 |
| CEDAR IN THE WOOD |      | PUB | 2520 | 2 | 0.48 |
| CENTRAL PARK      | BLVD | PUB | 8547 | 2 | 1.62 |
| CHABLIS           | ST   | PUB | 303  | 2 | 0.06 |
| CHADSWORTH        | LN   | PUB | 207  | 2 | 0.04 |
| CHALMETTE         | CT   | PUB | 856  | 2 | 0.16 |
| CHAMALE           | LN   | PUB | 1519 | 2 | 0.29 |
| CHAMBERLIN        | BLVD | PUB | 1645 | 2 | 0.31 |
| CHAMPAGNE         | CIR  | PUB | 2309 | 2 | 0.44 |
| CHANTEL           | CT   | PUB | 229  | 2 | 0.04 |
| CHARDONNAY        | DR   | PUB | 2523 | 2 | 0.48 |
| CHARLES           | ST   | PUB | 4044 | 2 | 0.77 |
| CHARMAGNE         | LN   | PUB | 670  | 2 | 0.13 |
| CHELSEA           | WAY  | PUB | 1297 | 2 | 0.25 |
| CHERRY GROVE      | CT   | PUB | 571  | 2 | 0.11 |
| CHERYL            | AV   | PUB | 251  | 2 | 0.05 |
| CHICKADEE         | DR   | PUB | 6454 | 2 | 1.22 |
| CHIPMUNK          | TR   | PRV | 523  | 2 | 0.10 |
| CHORPASH          | LN   | PUB | 1076 | 2 | 0.20 |
| CHRIS             | DR   | PRV | 621  | 2 | 0.12 |
| CHRISTIANCY       | AV   | PUB | 4637 | 2 | 0.88 |
| CHRISTY           | DR   | PUB | 1002 | 2 | 0.19 |
| CHURCH            | ST   | PUB | 1506 | 2 | 0.29 |
| CINDY             | CIR  | PUB | 754  | 2 | 0.14 |
| CIRCLE            | DR   | PRV | 1288 | 2 | 0.24 |
| CIRCLING WOOD     | CT   | PUB | 632  | 2 | 0.12 |
| CLARA             | ST   | PUB | 679  | 2 | 0.13 |
| CLARK             | PL   | PUB | 609  | 2 | 0.12 |
| CLAYS MILL        | DR   | PUB | 710  | 2 | 0.13 |
| CLEAR LAKE        | DR   | PRV | 1363 | 2 | 0.26 |
| CLOCK TOWER       | DR   | PUB | 1361 | 2 | 0.26 |
| CLOVER            | LN   | PUB | 464  | 2 | 0.09 |
| CLOVER BEND       | DR   | PRV | 312  | 2 | 0.06 |
| COBBLESTONE       | LN   | PRV | 386  | 2 | 0.07 |
| COCONUT           | CT   | PRV | 445  | 2 | 0.08 |
| COCONUT PALM      | CIR  | PRV | 2936 | 2 | 0.56 |
| COCONUT ROW       |      | PUB | 273  | 2 | 0.05 |
| CODY              | CT   | PUB | 204  | 2 | 0.04 |
| COLE              | DR   | PUB | 959  | 2 | 0.18 |

|                     |      |     |       |   |      |
|---------------------|------|-----|-------|---|------|
| COLONY IN THE WOOD  |      | PUB | 1678  | 2 | 0.32 |
| COMMONWEALTH        | BLVD | PUB | 5330  | 2 | 1.01 |
| CONRAD              | ST   | PUB | 2092  | 2 | 0.40 |
| CONTI               | AV   | PUB | 519   | 2 | 0.10 |
| COQUINA             | CIR  | PUB | 279   | 2 | 0.05 |
| COQUINA SHORES      | LN   | PUB | 1737  | 2 | 0.33 |
| CORACI              | BLVD | PUB | 3283  | 2 | 0.62 |
| CORAL               | WAY  | PUB | 889   | 2 | 0.17 |
| CORDGRASS           | WAY  | PUB | 224   | 2 | 0.04 |
| CORDGRASS BEND      | LN   | PUB | 3414  | 2 | 0.65 |
| COUNTRY             | LN   | PUB | 5565  | 2 | 1.05 |
| COUNTRY MANOR       | DR   | PUB | 1627  | 2 | 0.31 |
| COUNTRY WALK        | DR   | PUB | 3113  | 2 | 0.59 |
| COUNTRYSIDE         | DR   | PUB | 280   | 2 | 0.05 |
| COUNTRYSIDE WEST    | BLVD | PRV | 2354  | 2 | 0.45 |
| COVE                | LN   | PRV | 717   | 2 | 0.14 |
| COVE POINT          | RD   | PUB | 2314  | 2 | 0.44 |
| COVENDALE           | LN   | PRV | 671   | 2 | 0.13 |
| CRAIG               | CT   | PUB | 2060  | 2 | 0.39 |
| CRAIG FARMS         | RD   | PUB | 134   | 2 | 0.03 |
| CRANBERRY           | DR   | PUB | 771   | 2 | 0.15 |
| CRANE               | CT   | PUB | 172   | 2 | 0.03 |
| CRANE FEATHER       | DR   | PRV | 1971  | 2 | 0.37 |
| CRANE LAKES         | BLVD | PRV | 7638  | 2 | 1.45 |
| CRANE POINT         | DR   | PRV | 1313  | 2 | 0.25 |
| CRANE POINT         | DR   | PRV | 323   | 2 | 0.06 |
| CRANE POINT         | DR   | PRV | 1865  | 2 | 0.35 |
| CRANE ROOST         |      | PRV | 338   | 2 | 0.06 |
| CREEKSIDE           | DR   | PUB | 595   | 2 | 0.11 |
| CREEKWATER          | BLVD | PUB | 7288  | 2 | 1.38 |
| CREPE MYRTLE        | LN   | PRV | 1204  | 2 | 0.23 |
| CRESCENT VIEW       | DR   | PUB | 225   | 2 | 0.04 |
| CRICKET             | CT   | PUB | 318   | 2 | 0.06 |
| CROOKED PINE        | RD   | PUB | 4816  | 2 | 0.91 |
| CROSS               | ST   | PRV | 767   | 2 | 0.15 |
| CROSSBOW            | LN   | PUB | 607   | 2 | 0.11 |
| CROSSWIND           | WAY  | PUB | 1275  | 2 | 0.24 |
| CROWELL             | ST   | PUB | 2225  | 2 | 0.42 |
| CROWN               | LN   | PUB | 660   | 2 | 0.13 |
| CRYSTAL CREEK       | DR   | PRV | 2600  | 2 | 0.49 |
| CRYSTAL LAKE        | DR   | PRV | 244   | 2 | 0.05 |
| CRYSTAL POINT       | LN   | PUB | 427   | 2 | 0.08 |
| CYPRESS IN THE WOOD | ST   | PUB | 2000  | 2 | 0.38 |
| CYPRESS POND        | RD   | PUB | 1085  | 2 | 0.21 |
| CYPRESS SPRINGS     | PKWY | PUB | 10838 | 2 | 2.05 |
| DAGWOOD             | CIR  | PUB | 150   | 2 | 0.03 |
| DAIRY               | CT   | PUB | 865   | 2 | 0.16 |

|               |     |     |      |   |      |
|---------------|-----|-----|------|---|------|
| DALFORD       | RD  | PUB | 1293 | 2 | 0.24 |
| DAME          | ST  | PUB | 1314 | 2 | 0.25 |
| DAWNVIEW      | SQ  | PUB | 972  | 2 | 0.18 |
| DAYLILY       | ST  | PRV | 1181 | 2 | 0.22 |
| DEER FEED     | TR  | PRV | 170  | 2 | 0.03 |
| DEER SPRINGS  | RD  | PRV | 2436 | 2 | 0.46 |
| DEL MAR       | DR  | PUB | 3323 | 2 | 0.63 |
| DEL PRADO     | LN  | PUB | 507  | 2 | 0.10 |
| DEL RIO       | DR  | PUB | 3004 | 2 | 0.57 |
| DELOACH       | ST  | PRV | 699  | 2 | 0.13 |
| DENEAH        | CT  | PUB | 221  | 2 | 0.04 |
| DESTINO       | CT  | PUB | 753  | 2 | 0.14 |
| DEVON         | ST  | PUB | 6756 | 2 | 1.28 |
| DEXTER        | DR  | PUB | 5218 | 2 | 0.99 |
| DIANNE        | AV  | PUB | 1312 | 2 | 0.25 |
| DOGWOOD       | RD  | PRV | 1316 | 2 | 0.25 |
| DOMINION      | CT  | PRV | 192  | 2 | 0.04 |
| DONNA         | ST  | PUB | 1905 | 2 | 0.36 |
| DONNELL       | DR  | PUB | 1144 | 2 | 0.22 |
| DORAVILLE     | DR  | PUB | 697  | 2 | 0.13 |
| DORSIERE      | AV  | PUB | 1155 | 2 | 0.22 |
| DOVE          | AV  | PUB | 1225 | 2 | 0.23 |
| DOWNING       | DR  | PRV | 1693 | 2 | 0.32 |
| DUBLIN        | CIR | PUB | 425  | 2 | 0.08 |
| DUBOIS        | AV  | PUB | 1782 | 2 | 0.34 |
| DUCKHORN      | CT  | PUB | 430  | 2 | 0.08 |
| DUMAINE       | AV  | PUB | 908  | 2 | 0.17 |
| DURANT        | DR  | PUB | 1736 | 2 | 0.33 |
| DUSK MEADOW   | TR  | PUB | 964  | 2 | 0.18 |
| DYLAN         | DR  | PUB | 310  | 2 | 0.06 |
| EAGLE         | CT  | PUB | 179  | 2 | 0.03 |
| EAGLE CLAW    | DR  | PRV | 2260 | 2 | 0.43 |
| EAGLE LAKE    | TR  | PUB | 1230 | 2 | 0.23 |
| EASTPORT PARK | WAY | PUB | 3962 | 2 | 0.75 |
| EDDIE         | DR  | PUB | 1600 | 2 | 0.30 |
| EDDY          | LN  | PUB | 683  | 2 | 0.13 |
| EDNA          | CT  | PUB | 1690 | 2 | 0.32 |
| ELBOW         | LN  | PRV | 429  | 2 | 0.08 |
| ELDA          | LN  | PUB | 1092 | 2 | 0.21 |
| ELM           | ST  | PUB | 499  | 2 | 0.09 |
| ENGLISH OAKS  | DR  | PUB | 1199 | 2 | 0.23 |
| ERNEST        | DR  | PRV | 1280 | 2 | 0.24 |
| ESPLANADE     | AV  | PUB | 2439 | 2 | 0.46 |
| EVERGLADES    | DR  | PUB | 436  | 2 | 0.08 |
| FAIRWAY COVE  | DR  | PRV | 1052 | 2 | 0.20 |
| FALCON        | DR  | PUB | 1469 | 2 | 0.28 |

|                 |      |     |      |   |      |
|-----------------|------|-----|------|---|------|
| FALL            | DR   | PRV | 2545 | 2 | 0.48 |
| FALLING TREE    | LN   | PRV | 1042 | 2 | 0.20 |
| FAN PALM        | CT   | PRV | 803  | 2 | 0.15 |
| FARMBROOK       | RD   | PUB | 2780 | 2 | 0.53 |
| FAWN            | CT   | PUB | 326  | 2 | 0.06 |
| FERN PARK       | DR   | PUB | 427  | 2 | 0.08 |
| FERNCLIFF       | DR   | PUB | 2463 | 2 | 0.47 |
| FERRI           | CIR  | PUB | 2346 | 2 | 0.44 |
| FIANO           | DR   | PUB | 1011 | 2 | 0.19 |
| FIELDSTONE      | AV   | PUB | 602  | 2 | 0.11 |
| FINLEY          | DR   | PUB | 1463 | 2 | 0.28 |
| FITZGERALD      | ST   | PUB | 2591 | 2 | 0.49 |
| FLAGLER         | AV   | PUB | 133  | 2 | 0.03 |
| FLAMINGO        | DR   | PRV | 846  | 2 | 0.16 |
| FLEMING         | AV   | PUB | 1966 | 2 | 0.37 |
| FLORAL SPRINGS  | BLVD | PUB | 3811 | 2 | 0.72 |
| FLORIDA MOSS    | LN   | PRV | 724  | 2 | 0.14 |
| FOGGY           | LN   | PRV | 1039 | 2 | 0.20 |
| FOREST BRANCH   | DR   | PUB | 2388 | 2 | 0.45 |
| FOREST GLEN     | DR   | PRV | 436  | 2 | 0.08 |
| FOREST PRESERVE | BLVD | PUB | 1736 | 2 | 0.33 |
| FOREST TROLL    | DR   | PUB | 1208 | 2 | 0.23 |
| FOROUGH         | CIR  | PUB | 3148 | 2 | 0.60 |
| FOX             | PL   | PUB | 1986 | 2 | 0.38 |
| FOX HUNT        | CT   | PRV | 336  | 2 | 0.06 |
| FOX TRACE       | CT   | PUB | 249  | 2 | 0.05 |
| FOXHAVEN        | CT   | PUB | 168  | 2 | 0.03 |
| FOXHOUND        | DR   | PUB | 2192 | 2 | 0.42 |
| FRANCIS         | ST   | PUB | 680  | 2 | 0.13 |
| FRANKLIN        | DR   | PUB | 2163 | 2 | 0.41 |
| FREDA           | LN   | PRV | 1013 | 2 | 0.19 |
| FREDERICK       | AV   | PRV | 3660 | 2 | 0.69 |
| FREDERICK LAKE  | DR   | PUB | 1561 | 2 | 0.30 |
| FREEMAN         | ST   | PRV | 742  | 2 | 0.14 |
| FROGS LEAP      | CT   | PRV | 386  | 2 | 0.07 |
| FRUITWOOD       | PL   | PRV | 303  | 2 | 0.06 |
| GALIEN          | CT   | PRV | 174  | 2 | 0.03 |
| GATEWOOD        | DR   | PUB | 710  | 2 | 0.13 |
| GAVESON         | CT   | PRV | 241  | 2 | 0.05 |
| GEIGER          | CT   | PUB | 199  | 2 | 0.04 |
| GELDING         | CT   | PRV | 190  | 2 | 0.04 |
| GEORGE MILLER   | CIR  | PUB | 258  | 2 | 0.05 |
| GEORGIA PEACH   | AV   | PUB | 1372 | 2 | 0.26 |
| GIBSON          | WAY  | PUB | 1209 | 2 | 0.23 |
| GILPIN          | WAY  | PUB | 434  | 2 | 0.08 |
| GINDY           | LN   | PRV | 257  | 2 | 0.05 |
| GINGER TREE     | PL   | PRV | 250  | 2 | 0.05 |

|                                 |      |     |       |   |      |
|---------------------------------|------|-----|-------|---|------|
| GIROG                           | AV   | PUB | 1020  | 2 | 0.19 |
| GLADES                          | CT   | PUB | 611   | 2 | 0.12 |
| GLADYS                          | ST   | PUB | 1152  | 2 | 0.22 |
| GLASS                           | CT   | PUB | 248   | 2 | 0.05 |
| GOLD NUGGET                     | CT   | PUB | 158   | 2 | 0.03 |
| GOLDEN APPLES                   | TR   | PUB | 1827  | 2 | 0.35 |
| GOLDEN GATE                     | CIR  | PUB | 2235  | 2 | 0.42 |
| GOLF VILLA                      | DR   | PRV | 1224  | 2 | 0.23 |
| GOOSECROSS                      | CT   | PUB | 970   | 2 | 0.18 |
| GORDON                          | ST   | PUB | 452   | 2 | 0.09 |
| GRANT                           | ST   | PUB | 1174  | 2 | 0.22 |
| GRASSY RIDGE                    |      | PUB | 647   | 2 | 0.12 |
| GRAYLING                        | CT   | PRV | 131   | 2 | 0.02 |
| GREENBRIAR                      | AV   | PUB | 1211  | 2 | 0.23 |
| GREENFIELD                      | DR   | PUB | 2604  | 2 | 0.49 |
| GREENLEAF                       | SQ   | PUB | 1169  | 2 | 0.22 |
| GREENMONT                       | CT   | PRV | 186   | 2 | 0.04 |
| GREENWAY                        | DR   | PRV | 5705  | 2 | 1.08 |
| GREGORY                         | CIR  | PUB | 437   | 2 | 0.08 |
| GREY BRANCH                     | RD   | PUB | 185   | 2 | 0.04 |
| GROVE VIEW                      | LN   | PUB | 2041  | 2 | 0.39 |
| HAIL                            | CT   | PUB | 444   | 2 | 0.08 |
| HALF MOON                       | DR   | PUB | 4105  | 2 | 0.78 |
| HALIFAX                         | DR   | PUB | 5581  | 2 | 1.06 |
| HAMLET                          | DR   | PUB | 2979  | 2 | 0.56 |
| HAMPTON                         | CIR  | PRV | 191   | 2 | 0.04 |
| HANOVER                         | CT   | PRV | 465   | 2 | 0.09 |
| HARBOR POINT                    |      | PRV | 1129  | 2 | 0.21 |
| HARBOUR POINT                   | DR   | PRV | 2589  | 2 | 0.49 |
| HARBOUR POINT                   | BLVD | PRV | 189   | 2 | 0.04 |
| HARMS                           | WAY  | PUB | 3825  | 2 | 0.72 |
| HARNDEN                         | RD   | PUB | 2344  | 2 | 0.44 |
| HATTERAS                        | DR   | PUB | 882   | 2 | 0.17 |
| HAWK OWL                        | TR   | PRV | 151   | 2 | 0.03 |
| HAWKEYE                         | CIR  | PRV | 359   | 2 | 0.07 |
| HAWKS RIDGE                     | RD   | PUB | 3086  | 2 | 0.58 |
| HEARTHSTONE                     | TER  | PUB | 1040  | 2 | 0.20 |
| HEATHERMERE                     | LN   | PRV | 532   | 2 | 0.10 |
| HEATHERWOOD                     | CT   | PRV | 137   | 2 | 0.03 |
| HENNO                           | CT   | PUB | 344   | 2 | 0.07 |
| HENSEL                          | RD   | PUB | 7002  | 2 | 1.33 |
| HENSEL HILL                     | RD   | PUB | 2194  | 2 | 0.42 |
| HERB                            | CT   | PUB | 261   | 2 | 0.05 |
| HERBERT (RR trks N. to Clyde Mo | ST   | PUB | 11175 | 2 | 2.12 |
| HERMITAGE                       | CT   | PRV | 280   | 2 | 0.05 |
| HERON POND                      | DR   | PRV | 1650  | 2 | 0.31 |
| HIBISCUS                        | AV   | PUB | 701   | 2 | 0.13 |



|                     |      |     |      |   |      |
|---------------------|------|-----|------|---|------|
| HICKORY             | ST   | PUB | 1281 | 2 | 0.24 |
| HICKORY GROVE       | LN   | PUB | 1595 | 2 | 0.30 |
| HICKORY IN THE WOOD |      | PUB | 808  | 2 | 0.15 |
| HIDDEN LAKE         | DR   | PUB | 7175 | 2 | 1.36 |
| HIDDEN VILLAGE      | DR   | PUB | 766  | 2 | 0.15 |
| HIGHLANDS           | DR   | PUB | 613  | 2 | 0.12 |
| HIGHPOINT           | DR   | PUB | 1905 | 2 | 0.36 |
| HILLS               | BLVD | PUB | 3535 | 2 | 0.67 |
| HILLTOP             | CIR  | PUB | 474  | 2 | 0.09 |
| HILLVILLE           | DR   | PUB | 1014 | 2 | 0.19 |
| HIVIEW              | CIR  | PUB | 206  | 2 | 0.04 |
| HOCKNEY             | CT   | PUB | 1008 | 2 | 0.19 |
| HOLIDAY             | BLVD | PRV | 1392 | 2 | 0.26 |
| HOLLY IN THE WOOD   |      | PUB | 713  | 2 | 0.14 |
| HOOT OWL            | LN   | PRV | 541  | 2 | 0.10 |
| HOPI                | CT   | PUB | 185  | 2 | 0.04 |
| HORIZON VIEW        | BLVD | PUB | 982  | 2 | 0.19 |
| HORSEMAN            | DR   | PUB | 2157 | 2 | 0.41 |
| HOUSTON             | ST   | PUB | 576  | 2 | 0.11 |
| HOWES               | ST   | PRV | 2233 | 2 | 0.42 |
| HOYT                | DR   | PUB | 714  | 2 | 0.14 |
| HUDSON              | LN   | PUB | 839  | 2 | 0.16 |
| HUGH                | ST   | PUB | 1310 | 2 | 0.25 |
| HUNT CLUB           | TR   | PRV | 2656 | 2 | 0.50 |
| HYDE PARK           | DR   | PUB | 961  | 2 | 0.18 |
| ICHABOD             | CT   | PUB | 481  | 2 | 0.09 |
| INDIAN HILL         | DR   | PUB | 1854 | 2 | 0.35 |
| INDIGO              | CT   | PUB | 218  | 2 | 0.04 |
| IPSWICH             | LN   | PUB | 1215 | 2 | 0.23 |
| IRISH               | LN   | PUB | 688  | 2 | 0.13 |
| IRON GATE           | CIR  | PUB | 1371 | 2 | 0.26 |
| ISABELLE            | AV   | PUB | 6223 | 2 | 1.18 |
| ISLAND              | CT   | PUB | 214  | 2 | 0.04 |
| ISTHMUS             | DR   | PUB | 204  | 2 | 0.04 |
| JACARANDA           | AV   | PUB | 526  | 2 | 0.10 |
| JACKSON             | CIR  | PUB | 7997 | 2 | 1.51 |
| JACOBUS             | RD   | PRV | 496  | 2 | 0.09 |
| JAMES               | DR   | PUB | 2007 | 2 | 0.38 |
| JAMES ASA SYKES     | DR   | PUB | 198  | 2 | 0.04 |
| JAN                 | LN   | PRV | 283  | 2 | 0.05 |
| JANDON              | CT   | PUB | 527  | 2 | 0.10 |
| JANE ANN            | ST   | PUB | 557  | 2 | 0.11 |
| JASMINE VINE        | DR   | PRV | 2150 | 2 | 0.41 |
| JEAN FRANCIS        | LN   | PUB | 627  | 2 | 0.12 |
| JEFFERSON           | AV   | PUB | 1341 | 2 | 0.25 |
| JEFFERY             | DR   | PUB | 1540 | 2 | 0.29 |
| JOAN                | LN   | PUB | 1074 | 2 | 0.20 |

|                    |     |     |      |   |      |
|--------------------|-----|-----|------|---|------|
| JOSIANNE           | CT  | PUB | 203  | 2 | 0.04 |
| JOURNEYS END       | DR  | PRV | 1218 | 2 | 0.23 |
| JUDGES             | LN  | PRV | 248  | 2 | 0.05 |
| JUSTICE            | ST  | PUB | 1084 | 2 | 0.21 |
| JUSTIN             | CT  | PUB | 394  | 2 | 0.07 |
| KANE               | DR  | PUB | 1311 | 2 | 0.25 |
| KATHERINE          | ST  | PUB | 787  | 2 | 0.15 |
| KATONA             | DR  | PUB | 456  | 2 | 0.09 |
| KEITH              | LN  | PRV | 323  | 2 | 0.06 |
| KENDREW            | DR  | PUB | 2995 | 2 | 0.57 |
| KENOWOOD           | ST  | PUB | 1072 | 2 | 0.20 |
| KENT               | CT  | PUB | 95   | 2 | 0.02 |
| KERRY              | CT  | PUB | 92   | 2 | 0.02 |
| KEY LARGO          | CIR | PRV | 2220 | 2 | 0.42 |
| KIEP               | DR  | PUB | 190  | 2 | 0.04 |
| KIMBERLY           | CT  | PUB | 468  | 2 | 0.09 |
| KING JAMES         | CT  | PRV | 579  | 2 | 0.11 |
| KINGS              | WAY | PRV | 1468 | 2 | 0.28 |
| KINGS CANYON       | TR  | PRV | 1208 | 2 | 0.23 |
| KINGSWOOD          | WAY | PUB | 1448 | 2 | 0.27 |
| KIRBY              | PL  | PUB | 628  | 2 | 0.12 |
| KLONDIKE           | DR  | PRV | 955  | 2 | 0.18 |
| KNOTTY PINE        | CT  | PUB | 759  | 2 | 0.14 |
| KNOX               | DR  | PRV | 836  | 2 | 0.16 |
| KOKOMO             | DR  | PUB | 769  | 2 | 0.15 |
| KON TIKI           | TER | PUB | 1155 | 2 | 0.22 |
| KRISTINA           | CT  | PUB | 560  | 2 | 0.11 |
| KUMQUAT            | LN  | PRV | 810  | 2 | 0.15 |
| LA GRANGE          | AV  | PUB | 695  | 2 | 0.13 |
| LAFAYETTE          | ST  | PUB | 5241 | 2 | 0.99 |
| LAKELAND           | DR  | PUB | 604  | 2 | 0.11 |
| LAKEPOINT          | CIR | PUB | 782  | 2 | 0.15 |
| LAKEWOOD           | TER | PRV | 2551 | 2 | 0.48 |
| LANCERS            | LN  | PUB | 985  | 2 | 0.19 |
| LANCEWOOD          | DR  | PUB | 2464 | 2 | 0.47 |
| LANCEWOOD          | CIR | PUB | 1390 | 2 | 0.26 |
| LANDIS             | AV  | PUB | 3544 | 2 | 0.67 |
| LARADO             | DR  | PUB | 1473 | 2 | 0.28 |
| LAUREL IN THE WOOD |     | PUB | 428  | 2 | 0.08 |
| LAUREL SPRING      | DR  | PUB | 739  | 2 | 0.14 |
| LAURIE             | AV  | PUB | 1033 | 2 | 0.20 |
| LAWRENCE           | CT  | PUB | 880  | 2 | 0.17 |
| LAZY CREEK         | DR  | PUB | 999  | 2 | 0.19 |
| LAZY FOX LAIR      |     | PUB | 379  | 2 | 0.07 |
| LAZY HAMMOCK       | DR  | PRV | 174  | 2 | 0.03 |
| LEGION             | PL  | PUB | 468  | 2 | 0.09 |
| LEGUME             | DR  | PUB | 1037 | 2 | 0.20 |

|                   |      |     |       |   |      |
|-------------------|------|-----|-------|---|------|
| LEICESTER         | CIR  | PRV | 190   | 2 | 0.04 |
| LEISURE           | CIR  | PUB | 3207  | 2 | 0.61 |
| LEMON             | ST   | PUB | 735   | 2 | 0.14 |
| LEMONTWIST        | LN   | PUB | 1053  | 2 | 0.20 |
| LEONE             | LN   | PUB | 1075  | 2 | 0.20 |
| LESCOT            | CT   | PUB | 279   | 2 | 0.05 |
| LESLIE            | DR   | PUB | 2634  | 2 | 0.50 |
| LESLIE            | LN   | PRV | 274   | 2 | 0.05 |
| LEWARD            | WAY  | PUB | 475   | 2 | 0.09 |
| LEX               | CT   | PUB | 744   | 2 | 0.14 |
| LINDEN            | ST   | PRV | 717   | 2 | 0.14 |
| LITTLE CREEK      | CT   | PUB | 315   | 2 | 0.06 |
| LITTLE EGRET      | DR   | PRV | 1128  | 2 | 0.21 |
| LITTLE GARDEN     | CIR  | PRV | 157   | 2 | 0.03 |
| LITTLE TOWN       | RD   | PUB | 1140  | 2 | 0.22 |
| LOBLOLLY          | LN   | PUB | 1309  | 2 | 0.25 |
| LOCHTE            | WAY  | PRV | 440   | 2 | 0.08 |
| LOCUST            | ST   | PUB | 674   | 2 | 0.13 |
| LONDON            | PL   | PUB | 566   | 2 | 0.11 |
| LONE OAK          | DR   | PUB | 1258  | 2 | 0.24 |
| LONE PALM         | LN   | PRV | 293   | 2 | 0.06 |
| LONG BRANCH       | PL   | PRV | 170   | 2 | 0.03 |
| LONG GROVE        | LN   | PUB | 5320  | 2 | 1.01 |
| LONG MEADOW       | CT   | PUB | 82    | 2 | 0.02 |
| ONGLAKE           | DR   | PRV | 5461  | 2 | 1.03 |
| LOQUAT            | LN   | PRV | 1151  | 2 | 0.22 |
| LOUISVILLE        | ST   | PUB | 844   | 2 | 0.16 |
| LUCAYA            | LN   | PUB | 628   | 2 | 0.12 |
| MADELINE          | AV   | PUB | 16509 | 2 | 3.13 |
| MAGNOLIA          | ST   | PUB | 568   | 2 | 0.11 |
| MAGNOLIA          | AV   | PUB | 1966  | 2 | 0.37 |
| MAGNOLIA          | LOOP | PUB | 2665  | 2 | 0.50 |
| MAIN              | ST   | PUB | 1213  | 2 | 0.23 |
| MANGO             | LN   | PRV | 403   | 2 | 0.08 |
| MANHATTAN         | WAY  | PUB | 1208  | 2 | 0.23 |
| MANSOUR           | LN   | PUB | 433   | 2 | 0.08 |
| MAPLE GROVE       | CT   | PUB | 747   | 2 | 0.14 |
| MAPLE IN THE WOOD |      | PUB | 1925  | 2 | 0.36 |
| MARGARET          | AV   | PUB | 247   | 2 | 0.05 |
| MARGATE           | CT   | PUB | 220   | 2 | 0.04 |
| MARINA            | AV   | PRV | 306   | 2 | 0.06 |
| MARLEY            | DR   | PUB | 264   | 2 | 0.05 |
| MARLIN RUN        | DR   | PUB | 693   | 2 | 0.13 |
| MARSHALL          | CIR  | PUB | 494   | 2 | 0.09 |
| MARSHFIELD        | DR   | PUB | 1202  | 2 | 0.23 |
| MARTINGALE        | CT   | PRV | 422   | 2 | 0.08 |
| MARVILLE          | CIR  | PUB | 1619  | 2 | 0.31 |

|                  |      |     |      |   |      |
|------------------|------|-----|------|---|------|
| MARY             | DR   | PRV | 567  | 2 | 0.11 |
| MASOUD           | CT   | PUB | 166  | 2 | 0.03 |
| MATT             | LN   | PUB | 398  | 2 | 0.08 |
| MAYFAIR          | LN   | PUB | 4503 | 2 | 0.85 |
| MCDONALD         | RD   | PUB | 2596 | 2 | 0.49 |
| MCGINNIS         | AV   | PUB | 1087 | 2 | 0.21 |
| MEADOW VIEW      | DR   | PRV | 787  | 2 | 0.15 |
| MEDITATION       | LOOP | PRV | 853  | 2 | 0.16 |
| MEEKER           | PL   | PUB | 909  | 2 | 0.17 |
| MELLISA          | DR   | PUB | 1561 | 2 | 0.30 |
| MELROSE          | CIR  | PUB | 434  | 2 | 0.08 |
| MERRIMAC         | DR   | PUB | 3038 | 2 | 0.58 |
| MERRYVALE        | LN   | PRV | 4822 | 2 | 0.91 |
| MILES            | DR   | PUB | 4309 | 2 | 0.82 |
| MILL ROAD        | LN   | PUB | 1123 | 2 | 0.21 |
| MILLBROOK        | AV   | PUB | 1212 | 2 | 0.23 |
| MILLERS          | WAY  | PUB | 496  | 2 | 0.09 |
| MILLICANT        | CIR  | PUB | 210  | 2 | 0.04 |
| MINKOFF          | DR   | PUB | 252  | 2 | 0.05 |
| MISTY            | LN   | PRV | 220  | 2 | 0.04 |
| MISTY OAK        | CT   | PUB | 117  | 2 | 0.02 |
| MOCKINGBIRD      | DR   | PUB | 1832 | 2 | 0.35 |
| MOFID            | LN   | PUB | 797  | 2 | 0.15 |
| MONROE           | ST   | PUB | 1240 | 2 | 0.23 |
| MONROE           | PL   | PUB | 546  | 2 | 0.10 |
| MONTEGO BAY      |      | PUB | 484  | 2 | 0.09 |
| MONTICELLO       | LN   | PUB | 1018 | 2 | 0.19 |
| MONTREAL         | CIR  | PUB | 430  | 2 | 0.08 |
| MOON RISE        | DR   | PUB | 1232 | 2 | 0.23 |
| MOONPENNY        | CIR  | PUB | 2300 | 2 | 0.44 |
| MOONSTONE        | CT   | PUB | 1213 | 2 | 0.23 |
| MORGAN           | RD   | PUB | 1090 | 2 | 0.21 |
| MORI             | CT   | PRV | 532  | 2 | 0.10 |
| MORNING          | DR   | PUB | 1304 | 2 | 0.25 |
| MOSS             | AV   | PUB | 694  | 2 | 0.13 |
| MOSSY OAK        | LN   | PUB | 1099 | 2 | 0.21 |
| MT MCKINLEY      | TR   | PRV | 1245 | 2 | 0.24 |
| MYSTIC           | DR   | PUB | 730  | 2 | 0.14 |
| NANCY            | CIR  | PUB | 336  | 2 | 0.06 |
| NANTUCKET ISLAND | DR   | PRV | 1636 | 2 | 0.31 |
| NAPPA            | DR   | PUB | 764  | 2 | 0.14 |
| NASH             | LN   | PUB | 3872 | 2 | 0.73 |
| NASSER           | LN   | PUB | 395  | 2 | 0.07 |
| NATURE VIEW      | CIR  | PRV | 1284 | 2 | 0.24 |
| NEEDLERUSH       | RD   | PUB | 779  | 2 | 0.15 |
| NEEDLES          | DR   | PUB | 1043 | 2 | 0.20 |
| NETTLE CREEK     | CT   | PUB | 650  | 2 | 0.12 |

|                          |      |     |       |   |      |
|--------------------------|------|-----|-------|---|------|
| NEW BOLTON               | DR   | PUB | 915   | 2 | 0.17 |
| NEW HAVEN                | CT   | PUB | 813   | 2 | 0.15 |
| NEW TOWN                 | TER  | PUB | 275   | 2 | 0.05 |
| NEWMAN                   | DR   | PUB | 1423  | 2 | 0.27 |
| NEWTON                   | RD   | PUB | 3214  | 2 | 0.61 |
| NIKA                     | CT   | PUB | 462   | 2 | 0.09 |
| NIKI                     | DR   | PUB | 450   | 2 | 0.09 |
| NILOUFAR                 | LN   | PUB | 1483  | 2 | 0.28 |
| NIVER                    | ST   | PUB | 5140  | 2 | 0.97 |
| NIXON                    | LN   | PUB | 3316  | 2 | 0.63 |
| NOB HILL                 | BLVD | PUB | 2392  | 2 | 0.45 |
| NONA                     | CT   | PUB | 377   | 2 | 0.07 |
| NORMAN                   | ST   | PUB | 820   | 2 | 0.16 |
| NORMANDY                 | BLVD | PUB | 3252  | 2 | 0.62 |
| NORTHWOOD                | DR   | PRV | 668   | 2 | 0.13 |
| OAK (Sp Ck to Ridgewood) | ST   | PUB | 7429  | 2 | 1.41 |
| OAK BREEZE               | AV   | PUB | 642   | 2 | 0.12 |
| OAK COVE                 | PL   | PRV | 303   | 2 | 0.06 |
| OAK CREST                | CIR  | PUB | 1422  | 2 | 0.27 |
| OAK FOREST               | CIR  | PUB | 2350  | 2 | 0.45 |
| OAK HAMMOCK              | DR   | PUB | 788   | 2 | 0.15 |
| OAK HEIGHTS              | CT   | PUB | 551   | 2 | 0.10 |
| OAK IN THE WOOD          |      | PUB | 2505  | 2 | 0.47 |
| OAK RIVER                | DR   | PUB | 1035  | 2 | 0.20 |
| OAK RIVER                | TER  | PUB | 576   | 2 | 0.11 |
| OAK TRAIL                | RUN  | PRV | 363   | 2 | 0.07 |
| OAKLAND PARK             | BLVD | PUB | 2401  | 2 | 0.45 |
| OAKWATER                 | LN   | PUB | 2802  | 2 | 0.53 |
| OATES                    | AV   | PUB | 2246  | 2 | 0.43 |
| OCEAN                    | AV   | PUB | 1684  | 2 | 0.32 |
| OCEANSTONE               | DR   | PUB | 532   | 2 | 0.10 |
| OLD DUNLAWTON            | AV   | PUB | 536   | 2 | 0.10 |
| OLD HAMMOCK              | RD   | PRV | 1507  | 2 | 0.29 |
| OLD SUGAR MILL           | RD   | PUB | 3133  | 2 | 0.59 |
| OLYMPIC                  | CT   | PUB | 252   | 2 | 0.05 |
| ORANGE                   | AV   | PUB | 11990 | 2 | 2.27 |
| ORANGE                   | BLVD | PUB | 950   | 2 | 0.18 |
| ORCHARD                  | ST   | PUB | 1622  | 2 | 0.31 |
| ORCHID                   | LN   | PRV | 962   | 2 | 0.18 |
| OSPREY                   | DR   | PUB | 1257  | 2 | 0.24 |
| OSPREY NEST              | LN   | PRV | 2014  | 2 | 0.38 |
| OVERLOOK                 | TR   | PRV | 1954  | 2 | 0.37 |
| OXBOW BEND               | LN   | PRV | 1033  | 2 | 0.20 |
| OXFORD                   | DR   | PUB | 751   | 2 | 0.14 |
| PAGANO                   | CT   | PUB | 1615  | 2 | 0.31 |
| PAIGE                    | ST   | PUB | 1308  | 2 | 0.25 |
| PALM                     | PL   | PRV | 401   | 2 | 0.08 |

|                  |      |     |      |   |      |
|------------------|------|-----|------|---|------|
| PALM             | BLVD | PRV | 448  | 2 | 0.08 |
| PALM             | AV   | PUB | 1362 | 2 | 0.26 |
| PALM CASTLE      | DR   | PRV | 3702 | 2 | 0.70 |
| PALM CIRCLE      | DR   | PUB | 1021 | 2 | 0.19 |
| PALM FROND       | LN   | PUB | 495  | 2 | 0.09 |
| PALM IN THE WOOD |      | PUB | 960  | 2 | 0.18 |
| PALM SPRINGS     | CT   | PUB | 149  | 2 | 0.03 |
| PALM VISTA       | ST   | PUB | 1694 | 2 | 0.32 |
| PALMAS           | DR   | PUB | 572  | 2 | 0.11 |
| PALMAS BAY       | CIR  | PRV | 2239 | 2 | 0.42 |
| PALMETTO         | ST   | PUB | 1722 | 2 | 0.33 |
| PALOMINO         | CIR  | PUB | 621  | 2 | 0.12 |
| PARADISE ISLAND  | CT   | PUB | 800  | 2 | 0.15 |
| PARIA            | CT   | PUB | 791  | 2 | 0.15 |
| PARK             | LN   | PRV | 1773 | 2 | 0.34 |
| PARK RIDGE       | DR   | PUB | 5993 | 2 | 1.14 |
| PARK SPRINGS     | CT   | PUB | 256  | 2 | 0.05 |
| PARKLAND         | PL   | PUB | 167  | 2 | 0.03 |
| PATHELEN         | DR   | PUB | 506  | 2 | 0.10 |
| PATHFINDER       | BLVD | PRV | 1615 | 2 | 0.31 |
| PEACH BLOSSOM    | BLVD | PUB | 1567 | 2 | 0.30 |
| PEGGY            | DR   | PUB | 969  | 2 | 0.18 |
| PEGGY BARROW     | CT   | PUB | 274  | 2 | 0.05 |
| PELHAM           | DR   | PUB | 1963 | 2 | 0.37 |
| PELLICIER        | CT   | PRV | 179  | 2 | 0.03 |
| PENDLEBURY       | CT   | PRV | 440  | 2 | 0.08 |
| PENDREY          | DR   | PUB | 1748 | 2 | 0.33 |
| PENINSULA        | DR   | UNK | 4032 | 2 | 0.76 |
| PENROSE          | CT   | PUB | 241  | 2 | 0.05 |
| PEPPER HILL      | RD   | PUB | 1490 | 2 | 0.28 |
| PEPPERMINT       | WAY  | PUB | 1211 | 2 | 0.23 |
| PETTERSON        | LN   | PRV | 452  | 2 | 0.09 |
| PHEASANT RIDGE   | DR   | PUB | 2054 | 2 | 0.39 |
| PHEASANT RUN     | CT   | PUB | 2255 | 2 | 0.43 |
| PHIPPS           | DR   | PUB | 708  | 2 | 0.13 |
| PHYLLIS LOU      | CIR  | PUB | 327  | 2 | 0.06 |
| PIEDMONT         | AV   | PRV | 4096 | 2 | 0.78 |
| PIKE             | DR   | PUB | 541  | 2 | 0.10 |
| PINE FOREST      | TR   | PUB | 2809 | 2 | 0.53 |
| PINE IN THE WOOD |      | PUB | 2285 | 2 | 0.43 |
| PINE TREE        | CT   | PUB | 249  | 2 | 0.05 |
| PINELAND         | AV   | PUB | 5096 | 2 | 0.97 |
| PINEROCK         | PL   | PUB | 603  | 2 | 0.11 |
| PINNACLE         | DR   | PUB | 679  | 2 | 0.13 |
| PIROGUE          | CT   | PUB | 136  | 2 | 0.03 |
| PLAINVIEW        | DR   | PUB | 1105 | 2 | 0.21 |
| PLANTATION HOME  | WAY  | PUB | 3478 | 2 | 0.66 |

|                |      |     |      |   |      |
|----------------|------|-----|------|---|------|
| PLANTERA       | CT   | PUB | 400  | 2 | 0.08 |
| PLUMOSA        | AV   | PUB | 736  | 2 | 0.14 |
| PLUMPJACK      | CT   | PUB | 702  | 2 | 0.13 |
| POCATELLO      | CT   | PUB | 526  | 2 | 0.10 |
| POINCIANA      | AV   | PUB | 3350 | 2 | 0.63 |
| POINSIANNA     | DR   | PRV | 710  | 2 | 0.13 |
| POINT          | CT   | PUB | 224  | 2 | 0.04 |
| POPLAR GROVE   | DR   | PRV | 975  | 2 | 0.18 |
| PORTOBELLO     | DR   | PRV | 421  | 2 | 0.08 |
| POWERS         | AV   | PUB | 1880 | 2 | 0.36 |
| PRINCE CHARLES | CT   | PRV | 677  | 2 | 0.13 |
| PRINCE EDWARD  | CT   | PRV | 221  | 2 | 0.04 |
| PRINCESS PAULA | DR   | PUB | 879  | 2 | 0.17 |
| PRINGLE        | RD   | PUB | 879  | 2 | 0.17 |
| PRISCILLA      | CT   | PUB | 247  | 2 | 0.05 |
| PRISSOL        | LN   | PUB | 904  | 2 | 0.17 |
| PROMENADE      | CIR  | PUB | 3688 | 2 | 0.70 |
| PROSPECT POINT | DR   | PUB | 994  | 2 | 0.19 |
| PURPLE MARTIN  | WAY  | PRV | 954  | 2 | 0.18 |
| QUAIL          | CT   | PUB | 364  | 2 | 0.07 |
| QUAIL RIDGE    | DR   | PUB | 688  | 2 | 0.13 |
| QUARTERS       | CT   | PUB | 213  | 2 | 0.04 |
| QUEENS         | WAY  | PRV | 354  | 2 | 0.07 |
| QUERCUS        | ST   | PUB | 684  | 2 | 0.13 |
| RAHAM          | CT   | PUB | 140  | 2 | 0.03 |
| RAILROAD       | ST   | PUB | 492  | 2 | 0.09 |
| RAINTREE       | DR   | PUB | 2503 | 2 | 0.47 |
| RAINY          | LN   | PRV | 218  | 2 | 0.04 |
| RALEIGH BARROW | CT   | PUB | 269  | 2 | 0.05 |
| RAMPART        | DR   | PUB | 1024 | 2 | 0.19 |
| RANIER         | CIR  | PUB | 972  | 2 | 0.18 |
| RAVEN ROCK     | CT   | PUB | 247  | 2 | 0.05 |
| RAVENWOOD      | DR   | PUB | 994  | 2 | 0.19 |
| RED PONTIAC    | DR   | PUB | 1935 | 2 | 0.37 |
| RED SAIL       | LN   | PUB | 799  | 2 | 0.15 |
| RED STAG       | DR   | PUB | 1993 | 2 | 0.38 |
| RED TAIL       | DR   | PRV | 1660 | 2 | 0.31 |
| RED WING       | CIR  | PRV | 1587 | 2 | 0.30 |
| REED CANAL     | RD   | PUB | 4806 | 2 | 0.91 |
| REGENCY        | BLVD | PRV | 1461 | 2 | 0.28 |
| REGENCY        | DR   | PRV | 1683 | 2 | 0.32 |
| REILLYS        | RD   | PUB | 1332 | 2 | 0.25 |
| RENAISSANCE    | DR   | PRV | 2147 | 2 | 0.41 |
| RENEGADE       | LN   | PUB | 1798 | 2 | 0.34 |
| RENNER         | RD   | PUB | 2179 | 2 | 0.41 |
| RESERVATION    | CT   | PUB | 196  | 2 | 0.04 |
| REYNOLDS       | CIR  | PUB | 432  | 2 | 0.08 |

|                  |      |     |       |   |      |
|------------------|------|-----|-------|---|------|
| RICHEL           | DR   | PUB | 4349  | 2 | 0.82 |
| RIO VERDE        | DR   | PUB | 473   | 2 | 0.09 |
| RIVER            | LN   | PUB | 211   | 2 | 0.04 |
| RIVERCREST       | CT   | PRV | 221   | 2 | 0.04 |
| RIVERSIDE        | DR   | PUB | 11702 | 2 | 2.22 |
| RIVERVIEW        | LN   | PUB | 729   | 2 | 0.14 |
| RIVERWOOD        | DR   | PUB | 5403  | 2 | 1.02 |
| ROBBIN           | DR   | PUB | 1641  | 2 | 0.31 |
| ROBERTS          | ST   | PUB | 1163  | 2 | 0.22 |
| ROCK             | CT   | PUB | 204   | 2 | 0.04 |
| ROCKLEDGE        | LN   | PUB | 894   | 2 | 0.17 |
| ROCKO            | RD   | PUB | 515   | 2 | 0.10 |
| ROGERS           | PL   | PUB | 423   | 2 | 0.08 |
| ROGERS           | AV   | PUB | 5045  | 2 | 0.96 |
| ROLLING HILLS    | DR   | PUB | 2101  | 2 | 0.40 |
| ROSCOE TURNER    | TR   | PUB | 2763  | 2 | 0.52 |
| ROSELLE          | ST   | PUB | 476   | 2 | 0.09 |
| ROUZBEH          | CT   | PUB | 147   | 2 | 0.03 |
| ROYAL GROVE      | LN   | PUB | 1540  | 2 | 0.29 |
| ROYAL PALM       | CIR  | PRV | 2803  | 2 | 0.53 |
| ROYAL PLANTATION | BLVD | PUB | 780   | 2 | 0.15 |
| RUDY             | LN   | PRV | 324   | 2 | 0.06 |
| RUSSETT          | LN   | PUB | 662   | 2 | 0.13 |
| RUSTIC POND      | RD   | PUB | 497   | 2 | 0.09 |
| RUSTY            | CIR  | PUB | 1980  | 2 | 0.38 |
| RUTH             | ST   | PUB | 1486  | 2 | 0.28 |
| RUTTERS          | RD   | PRV | 946   | 2 | 0.18 |
| RYAN             | ST   | PUB | 639   | 2 | 0.12 |
| RYANWOOD         | DR   | PUB | 305   | 2 | 0.06 |
| SABAL BROOK      | WAY  | PRV | 791   | 2 | 0.15 |
| SABAL CREEK      | BLVD | PRV | 3000  | 2 | 0.57 |
| SABAL CROSSING   | CT   | PRV | 631   | 2 | 0.12 |
| SABAL HAMMOCK    | CIR  | PRV | 2532  | 2 | 0.48 |
| SABAL POINT      | CIR  | PRV | 2946  | 2 | 0.56 |
| SABALWOOD        | CT   | PUB | 124   | 2 | 0.02 |
| SABLE KEY        | CIR  | PRV | 865   | 2 | 0.16 |
| SADDLEBACK       | CT   | PRV | 369   | 2 | 0.07 |
| SAGEWOOD         | DR   | PUB | 2985  | 2 | 0.57 |
| SAIL             | CT   | PUB | 375   | 2 | 0.07 |
| SAMARA           | RD   | PRV | 347   | 2 | 0.07 |
| SAMMS            | AV   | PUB | 4843  | 2 | 0.92 |
| SANCTUARY GARDEN | BLVD | PRV | 6533  | 2 | 1.24 |
| SAND CREST       | DR   | PUB | 2655  | 2 | 0.50 |
| SAND PEBBLE      | CIR  | PUB | 4353  | 2 | 0.82 |
| SANDERS          | RD   | PUB | 1383  | 2 | 0.26 |
| SANDLE WOOD      | DR   | PUB | 3856  | 2 | 0.73 |
| SANDLEBURY       | CT   | PRV | 146   | 2 | 0.03 |



|                  |      |     |      |   |      |
|------------------|------|-----|------|---|------|
| SANDRA           | ST   | PUB | 424  | 2 | 0.08 |
| SANDY            | LN   | PUB | 253  | 2 | 0.05 |
| SANDY HILL       | CIR  | PRV | 1692 | 2 | 0.32 |
| SANDY PALM       | DR   | PRV | 1031 | 2 | 0.20 |
| SANDY TERRACE    | CT   | PUB | 794  | 2 | 0.15 |
| SANTA MONICA     | DR   | PUB | 1231 | 2 | 0.23 |
| SAVANNAH         | LN   | PUB | 123  | 2 | 0.02 |
| SAW PALMETTO     | CT   | PUB | 370  | 2 | 0.07 |
| SAWGRASS POINT   | DR   | PUB | 2853 | 2 | 0.54 |
| SAYBROOK         | ST   | PUB | 1043 | 2 | 0.20 |
| SCHOOL HOUSE     | DR   | PUB | 829  | 2 | 0.16 |
| SCOTT            | ST   | PUB | 1312 | 2 | 0.25 |
| SECRET LAKE      | DR   | PUB | 1013 | 2 | 0.19 |
| SECRET RIVER     | TR   | PUB | 2691 | 2 | 0.51 |
| SEDWICK          | DR   | PUB | 270  | 2 | 0.05 |
| SELIN            | CIR  | PRV | 507  | 2 | 0.10 |
| SEMINOLE         | AV   | PUB | 462  | 2 | 0.09 |
| SEMINOLE WOODS   | DR   | PUB | 1726 | 2 | 0.33 |
| SEQUOIA          | DR   | PUB | 1897 | 2 | 0.36 |
| SHADOW PATH      | DR   | PUB | 1205 | 2 | 0.23 |
| SHADY CREEK      | LN   | PUB | 3289 | 2 | 0.62 |
| SHAHAB           | LN   | PUB | 1049 | 2 | 0.20 |
| SHALLOW BROOK    | CT   | PRV | 365  | 2 | 0.07 |
| SHALLOWS         | CT   | PRV | 193  | 2 | 0.04 |
| SHAMROCK         | DR   | PUB | 768  | 2 | 0.15 |
| SHARON           | AV   | PUB | 473  | 2 | 0.09 |
| SHELDON          | CIR  | PUB | 493  | 2 | 0.09 |
| SHERALEE         | CT   | PUB | 207  | 2 | 0.04 |
| SHORELINE        | DR   | PUB | 3325 | 2 | 0.63 |
| SIESTA KEY       | CIR  | PRV | 1896 | 2 | 0.36 |
| SILVER CREEK RUN |      | PUB | 2184 | 2 | 0.41 |
| SILVER LEAF      | PL   | PRV | 258  | 2 | 0.05 |
| SKIPPER          | DR   | PRV | 554  | 2 | 0.10 |
| SLEEPY HOLLOW    | DR   | PUB | 2262 | 2 | 0.43 |
| SMOKERISE        | BLVD | PRV | 4716 | 2 | 0.89 |
| SOCHA            | WAY  | PUB | 1690 | 2 | 0.32 |
| SOFTWOOD         | DR   | PUB | 551  | 2 | 0.10 |
| SOJOURNER        | TR   | PUB | 302  | 2 | 0.06 |
| SOPHIA           | CT   | PUB | 204  | 2 | 0.04 |
| SOUTH MOON       | TR   | PUB | 1849 | 2 | 0.35 |
| SOUTHAMPTON      | DR   | PUB | 3281 | 2 | 0.62 |
| SOUTHERN BELLE   | LN   | PUB | 418  | 2 | 0.08 |
| SOUTHERN PECAN   | LN   | PUB | 316  | 2 | 0.06 |
| SOUTHFORK        | CT   | PRV | 215  | 2 | 0.04 |
| SOUTHLAND        | CT   | PRV | 279  | 2 | 0.05 |
| SOUTHPORT        | DR   | PUB | 1598 | 2 | 0.30 |
| SOUTHWINDS       | DR   | PUB | 2991 | 2 | 0.57 |

|                    |      |     |       |   |      |
|--------------------|------|-----|-------|---|------|
| SPARTON            | AV   | PUB | 1212  | 2 | 0.23 |
| SPOTTSWOODE        | CT   | PUB | 366   | 2 | 0.07 |
| SPOUT              | LN   | PUB | 376   | 2 | 0.07 |
| SPRING             | DR   | PRV | 1833  | 2 | 0.35 |
| SPRING OAK         | LN   | PUB | 315   | 2 | 0.06 |
| SPRINGVIEW         | DR   | PUB | 1064  | 2 | 0.20 |
| SPRINGWOOD         | SQ   | PUB | 1308  | 2 | 0.25 |
| SPRUCE CREEK       | RD   | PUB | 16273 | 2 | 3.08 |
| SPRUCE CREEK WOODS | DR   | PUB | 4534  | 2 | 0.86 |
| SPRUCE POINT       | CIR  | PUB | 3107  | 2 | 0.59 |
| SPRUCEVIEW         | DR   | PUB | 612   | 2 | 0.12 |
| SQUIRREL NEST      | LN   | PUB | 1154  | 2 | 0.22 |
| ST REGIS           | WAY  | PUB | 2388  | 2 | 0.45 |
| ST THOMAS          | CT   | PUB | 890   | 2 | 0.17 |
| STEPPING STONE     | CT   | PUB | 156   | 2 | 0.03 |
| STERLING CHASE     | DR   | PUB | 2681  | 2 | 0.51 |
| STEWART            | AV   | PUB | 2647  | 2 | 0.50 |
| STILLWOOD          | CT   | PUB | 1293  | 2 | 0.24 |
| STONE GATE         | LN   | PUB | 1549  | 2 | 0.29 |
| STONEHEATH         | LN   | PUB | 1741  | 2 | 0.33 |
| STONY POINT        | DR   | PUB | 886   | 2 | 0.17 |
| STONYBROOK         | CIR  | PUB | 4312  | 2 | 0.82 |
| STORYBROOKE        | LN   | PUB | 516   | 2 | 0.10 |
| STRATFORD          | SQ   | PUB | 1010  | 2 | 0.19 |
| STUART             | CIR  | PRV | 190   | 2 | 0.04 |
| SUGAR CANE         | LN   | PUB | 832   | 2 | 0.16 |
| SUGAR GROVE        | CT   | PUB | 521   | 2 | 0.10 |
| SUGAR HOUSE        | CT   | PUB | 174   | 2 | 0.03 |
| SUGAR HOUSE        | DR   | PUB | 2865  | 2 | 0.54 |
| SUGAR HOUSE        | BLVD | PUB | 494   | 2 | 0.09 |
| SUGARPLUM          | LN   | PUB | 1414  | 2 | 0.27 |
| SUMMER             | CIR  | PRV | 217   | 2 | 0.04 |
| SUMMER TREES       | RD   | PUB | 8101  | 2 | 1.53 |
| SUMMERLAKE         | DR   | PUB | 665   | 2 | 0.13 |
| SUN LAKE           | DR   | PUB | 1165  | 2 | 0.22 |
| SUNRISE OAKS       | DR   | PUB | 1437  | 2 | 0.27 |
| SUNSET COVE        | DR   | PUB | 5221  | 2 | 0.99 |
| SUNSHINE           | LN   | PRV | 216   | 2 | 0.04 |
| SURREY PARK        | DR   | PUB | 2151  | 2 | 0.41 |
| SWALLOW TAIL       | DR   | PUB | 5653  | 2 | 1.07 |
| SWAN LAKE          | DR   | PRV | 2049  | 2 | 0.39 |
| SWEET GROVE        | CT   | PUB | 388   | 2 | 0.07 |
| SWEETGUM           | LN   | PUB | 587   | 2 | 0.11 |
| SWEETWATER         | BLVD | PUB | 2638  | 2 | 0.50 |
| SWEETWOOD          | DR   | PUB | 966   | 2 | 0.18 |
| SWORDFERN          | CT   | PRV | 820   | 2 | 0.16 |
| SYDNEY             | ST   | PUB | 1742  | 2 | 0.33 |

|                 |      |     |      |   |      |
|-----------------|------|-----|------|---|------|
| TALL PINE       | DR   | PUB | 2559 | 2 | 0.48 |
| TALO            | CIR  | PUB | 293  | 2 | 0.06 |
| TAMMANY         | WAY  | PUB | 248  | 2 | 0.05 |
| TAMMY           | CT   | PUB | 278  | 2 | 0.05 |
| TANGLEWOOD      | AV   | PRV | 2209 | 2 | 0.42 |
| TARA MARIE      | LN   | PUB | 1585 | 2 | 0.30 |
| TARLETON        | LN   | PUB | 862  | 2 | 0.16 |
| TARRY TOWN      | TR   | PUB | 2777 | 2 | 0.53 |
| TAYLOR          | AV   | PUB | 7761 | 2 | 1.47 |
| TAYLOR BRANCH   | RD   | PUB | 443  | 2 | 0.08 |
| TAYLORWOOD      | DR   | PUB | 625  | 2 | 0.12 |
| TEABERRY        | LN   | PRV | 837  | 2 | 0.16 |
| TERRACE VILLAGE | DR   | PUB | 1252 | 2 | 0.24 |
| THISTLE         | LN   | PUB | 434  | 2 | 0.08 |
| THOMAS          | DR   | PUB | 1841 | 2 | 0.35 |
| THOMASINA       | DR   | PUB | 1870 | 2 | 0.35 |
| TIM             | CT   | PUB | 137  | 2 | 0.03 |
| TIMBER          | TR   | PUB | 1533 | 2 | 0.29 |
| TIMBERWOOD      | DR   | PUB | 1078 | 2 | 0.20 |
| TOMPKINS        | DR   | PUB | 3255 | 2 | 0.62 |
| TONDREAULT      | CT   | PUB | 250  | 2 | 0.05 |
| TONKA           | DR   | PUB | 423  | 2 | 0.08 |
| TORTOISE CREEK  | LN   | PUB | 1169 | 2 | 0.22 |
| TOUCHSTONE      | CIR  | PUB | 2289 | 2 | 0.43 |
| TOURO           | DR   | PUB | 973  | 2 | 0.18 |
| TOWN PARK       | DR   | PUB | 4787 | 2 | 0.91 |
| TOWN WEST       | BLVD | PUB | 8336 | 2 | 1.58 |
| TRACY           | DR   | PUB | 4655 | 2 | 0.88 |
| TRAFALGA        | AV   | PUB | 786  | 2 | 0.15 |
| TRAIL SIDE      | DR   | PUB | 1008 | 2 | 0.19 |
| TRAILS END      | DR   | PRV | 462  | 2 | 0.09 |
| TRAILWOOD       | DR   | PUB | 4476 | 2 | 0.85 |
| TRAKIA          | TR   | PUB | 570  | 2 | 0.11 |
| TRAVIS          | CT   | PUB | 166  | 2 | 0.03 |
| TREE GARDEN     | DR   | PUB | 1058 | 2 | 0.20 |
| TRIBUTORY       | LN   | PUB | 2347 | 2 | 0.44 |
| TROPIC          | DR   | PRV | 1330 | 2 | 0.25 |
| TROPICAL        | CT   | PRV | 263  | 2 | 0.05 |
| TUDOR           | WAY  | PRV | 629  | 2 | 0.12 |
| TULA            | DR   | PUB | 1054 | 2 | 0.20 |
| TUMBLEBROOK     | DR   | PUB | 5448 | 2 | 1.03 |
| TUMBLER         | DR   | PUB | 644  | 2 | 0.12 |
| TUMBLEWEED      | TR   | PUB | 1241 | 2 | 0.24 |
| TURTLE CREEK    | DR   | PUB | 360  | 2 | 0.07 |
| TURTON          | ST   | PUB | 2414 | 2 | 0.46 |
| TYLER           | DR   | PRV | 271  | 2 | 0.05 |
| UNDERBRUSH      | TR   | PUB | 480  | 2 | 0.09 |

|                        |      |     |      |   |      |
|------------------------|------|-----|------|---|------|
| UPLAND                 | DR   | PUB | 1128 | 2 | 0.21 |
| VAGABOND               | DR   | PUB | 1210 | 2 | 0.23 |
| VALLEY                 | ST   | PUB | 638  | 2 | 0.12 |
| VANESSA                | CT   | PRV | 180  | 2 | 0.03 |
| VAUGHN                 | RD   | PUB | 263  | 2 | 0.05 |
| VEEDER                 | CT   | PRV | 102  | 2 | 0.02 |
| VENDIG                 | ST   | PUB | 520  | 2 | 0.10 |
| VENETIAN               | CIR  | PUB | 424  | 2 | 0.08 |
| VENTERS                | ST   | PUB | 552  | 2 | 0.10 |
| VICTORIA               | DR   | PRV | 1328 | 2 | 0.25 |
| VIKING                 | DR   | PUB | 2610 | 2 | 0.49 |
| VILLAGE                | TR   | PUB | 3553 | 2 | 0.67 |
| VILLAGES OF ROYAL PALM | BLVD | PRV | 3504 | 2 | 0.66 |
| VILLAS                 | LN   | PUB | 464  | 2 | 0.09 |
| VINTAGE                | LN   | PUB | 2800 | 2 | 0.53 |
| VIRGINIA               | AV   | PUB | 1453 | 2 | 0.28 |
| VISTA VIEW             | CIR  | PUB | 352  | 2 | 0.07 |
| VOSS                   | PL   | PUB | 284  | 2 | 0.05 |
| WALES                  | AV   | PUB | 2690 | 2 | 0.51 |
| WALL                   | ST   | PRV | 571  | 2 | 0.11 |
| WALTON                 | BLVD | PRV | 1733 | 2 | 0.33 |
| WARBLER                | CT   | PUB | 179  | 2 | 0.03 |
| WARD LAKE              | DR   | PUB | 2627 | 2 | 0.50 |
| WARNOCK                | PL   | PUB | 570  | 2 | 0.11 |
| WATERBRIDGE            | CIR  | PUB | 2342 | 2 | 0.44 |
| WATERFORD POINT        | DR   | PUB | 482  | 2 | 0.09 |
| WATERHOUSE             | CT   | PUB | 179  | 2 | 0.03 |
| WATERS EDGE            | BLVD | PUB | 3906 | 2 | 0.74 |
| WEeping ELM            | CIR  | PRV | 2178 | 2 | 0.41 |
| WELLFIELD              | DR   | PUB | 1611 | 2 | 0.31 |
| WELLMAN                | ST   | PUB | 472  | 2 | 0.09 |
| WEMBLEY                | CIR  | PUB | 3689 | 2 | 0.70 |
| WENDAM                 | CT   | PUB | 972  | 2 | 0.18 |
| WESLEY PARK            | DR   | PUB | 561  | 2 | 0.11 |
| WEST GATE              | DR   | PUB | 656  | 2 | 0.12 |
| WESTMINSTER            | DR   | PUB | 430  | 2 | 0.08 |
| WESTPORT               | DR   | PUB | 1500 | 2 | 0.28 |
| WESTRIDGE              | AV   | PUB | 1378 | 2 | 0.26 |
| WEXFORD                | WAY  | PUB | 3198 | 2 | 0.61 |
| WHIPORWILL             | DR   | PUB | 5134 | 2 | 0.97 |
| WHISPERING TREES       | LN   | PUB | 1807 | 2 | 0.34 |
| WHISPERING WIND        | CT   | PUB | 286  | 2 | 0.05 |
| WHIT                   | CT   | PUB | 665  | 2 | 0.13 |
| WHITE                  | PL   | PUB | 1748 | 2 | 0.33 |
| WHITE ACRES            | LN   | PRV | 1550 | 2 | 0.29 |
| WHITE WILLOW           | LN   | PUB | 439  | 2 | 0.08 |
| WHITEHALL              | CT   | PRV | 301  | 2 | 0.06 |

|                    |      |     |      |   |      |
|--------------------|------|-----|------|---|------|
| WILD HOLLY         | DR   | PUB | 1154 | 2 | 0.22 |
| WILD PECAN         | CT   | PUB | 426  | 2 | 0.08 |
| WILDWOOD           | CIR  | PUB | 1789 | 2 | 0.34 |
| WILLIAMS           | ST   | PRV | 543  | 2 | 0.10 |
| WILLIAMS           | LN   | PRV | 641  | 2 | 0.12 |
| WILLIAMS           | RD   | PRV | 1498 | 2 | 0.28 |
| WILLIS             | AV   | PUB | 111  | 2 | 0.02 |
| WILLOW             | AV   | PUB | 2190 | 2 | 0.41 |
| WILLOW IN THE WOOD |      | PUB | 677  | 2 | 0.13 |
| WILLOW RUN         | DR   | PUB | 1423 | 2 | 0.27 |
| WILLOW RUN         | BLVD | PUB | 6957 | 2 | 1.32 |
| WILLOW TRAIL       | RUN  | PRV | 1018 | 2 | 0.19 |
| WILLOW WOOD        | DR   | PUB | 1222 | 2 | 0.23 |
| WILSON             | DR   | PUB | 1276 | 2 | 0.24 |
| WILTSHIRE          | BLVD | PUB | 1604 | 2 | 0.30 |
| WIMBLEDON          | CT   | PUB | 1883 | 2 | 0.36 |
| WINCHESTER         | DR   | PUB | 503  | 2 | 0.10 |
| WINDING RIDGE      | LN   | PUB | 1404 | 2 | 0.27 |
| WINDRIDGE          | CT   | PRV | 310  | 2 | 0.06 |
| WINDSOR            | DR   | PRV | 5787 | 2 | 1.10 |
| WINDSOR HILL       | DR   | PUB | 533  | 2 | 0.10 |
| WINDWARD           | CT   | PRV | 500  | 2 | 0.09 |
| WINDY              | LN   | PRV | 417  | 2 | 0.08 |
| WINGATE            | TR   | PUB | 2247 | 2 | 0.43 |
| WISHING WELL       | DR   | PUB | 710  | 2 | 0.13 |
| WOOD               | ST   | PUB | 3328 | 2 | 0.63 |
| WOOD GATE          | DR   | PUB | 397  | 2 | 0.08 |
| WOODACRES          | CT   | PUB | 622  | 2 | 0.12 |
| WOODBRIAR          | TR   | PUB | 1204 | 2 | 0.23 |
| WOODCLIFF          | RD   | PRV | 1318 | 2 | 0.25 |
| WOODCOVE           | DR   | PUB | 1184 | 2 | 0.22 |
| WOODDUSK           | DR   | PUB | 239  | 2 | 0.05 |
| WOODFIELD          | DR   | PUB | 414  | 2 | 0.08 |
| WOODLAKE           | DR   | PUB | 3663 | 2 | 0.69 |
| WOODMAR            | DR   | PUB | 519  | 2 | 0.10 |
| WOODPOINT          | TER  | PUB | 1444 | 2 | 0.27 |
| WOODPORT           | DR   | PUB | 404  | 2 | 0.08 |
| WOODSIDE           | DR   | PUB | 258  | 2 | 0.05 |
| WOODSTOCK          | DR   | PUB | 1346 | 2 | 0.25 |
| WOODVIEW           | DR   | PUB | 1106 | 2 | 0.21 |
| YEARLING           | TR   | PUB | 812  | 2 | 0.15 |
| YELLOWFIN          | DR   | PUB | 1957 | 2 | 0.37 |
| YELLOWSTONE        | DR   | PUB | 2321 | 2 | 0.44 |
| YORK               | WAY  | PUB | 1577 | 2 | 0.30 |
| YORKTOWNE          | BLVD | PUB | 5248 | 2 | 0.99 |
| YOSEMITE           | DR   | PUB | 649  | 2 | 0.12 |
| YOUNG              | ST   | PRV | 557  | 2 | 0.11 |

|        |     |     |     |      |        |
|--------|-----|-----|-----|------|--------|
| ZACARY | LN  | PUB | 164 | 2    | 0.03   |
| ZION   | CIR | PUB | 131 | 2    | 0.02   |
|        |     |     |     | 1970 | 269.74 |

| Miles X 2<br>X 4.33 Sweeps | Cost per/<br>curb mile |             |  |
|----------------------------|------------------------|-------------|--|
|                            |                        | \$94,645.85 |  |
| 1.01                       | \$29.24                | \$29.57     |  |
| 1.33                       | \$29.24                | \$39.01     |  |
| 2.76                       | \$29.24                | \$80.70     |  |
| 1.37                       | \$29.24                | \$39.94     |  |
| 4.72                       | \$29.24                | \$137.89    |  |
| 1.33                       | \$29.24                | \$38.74     |  |
| 4.47                       | \$29.24                | \$130.78    |  |
| 1.31                       | \$29.24                | \$38.21     |  |
| 6.01                       | \$29.24                | \$175.77    |  |
| 2.56                       | \$29.24                | \$74.76     |  |
| 0.49                       | \$29.24                | \$14.22     |  |
| 1.37                       | \$29.24                | \$40.07     |  |
| 2.43                       | \$29.24                | \$70.91     |  |
| 0.58                       | \$29.24                | \$16.95     |  |
| 2.76                       | \$29.24                | \$80.74     |  |
| 1.62                       | \$29.24                | \$47.25     |  |
| 1.00                       | \$29.24                | \$29.17     |  |
| 1.06                       | \$29.24                | \$30.97     |  |
| 1.82                       | \$29.24                | \$53.30     |  |
| 5.12                       | \$29.24                | \$149.66    |  |
| 3.79                       | \$29.24                | \$110.85    |  |
| 0.31                       | \$29.24                | \$8.97      |  |
| 2.23                       | \$29.24                | \$65.19     |  |
| 2.52                       | \$29.24                | \$73.76     |  |
| 0.82                       | \$29.24                | \$23.86     |  |
| 1.80                       | \$29.24                | \$52.63     |  |
| 0.30                       | \$29.24                | \$8.64      |  |
| 2.73                       | \$29.24                | \$79.88     |  |
| 0.89                       | \$29.24                | \$26.05     |  |
| 1.13                       | \$29.24                | \$33.09     |  |
| 2.55                       | \$29.24                | \$74.69     |  |
| 1.20                       | \$29.24                | \$35.09     |  |
| 2.60                       | \$29.24                | \$76.09     |  |
| 1.70                       | \$29.24                | \$49.58     |  |
| 1.92                       | \$29.24                | \$56.02     |  |
| 2.42                       | \$29.24                | \$70.77     |  |
| 0.44                       | \$29.24                | \$12.96     |  |
| 1.23                       | \$29.24                | \$35.89     |  |
| 12.01                      | \$29.24                | \$351.28    |  |
| 11.83                      | \$29.24                | \$345.76    |  |
| 1.17                       | \$29.24                | \$34.22     |  |
| 1.83                       | \$29.24                | \$53.63     |  |
| 0.40                       | \$29.24                | \$11.83     |  |
| 0.36                       | \$29.24                | \$10.43     |  |

Roadways that are not currently under contract.  
Based under the assumption, 2 curbs per/roadway.  
Roadway/misc. streets, 1 sweep every 12

|       |         |          |
|-------|---------|----------|
| 1.01  | \$29.24 | \$29.57  |
| 1.24  | \$29.24 | \$36.22  |
| 1.98  | \$29.24 | \$57.82  |
| 9.40  | \$29.24 | \$274.99 |
| 1.80  | \$29.24 | \$52.70  |
| 1.16  | \$29.24 | \$34.02  |
| 4.16  | \$29.24 | \$121.74 |
| 2.97  | \$29.24 | \$86.92  |
| 0.50  | \$29.24 | \$14.62  |
| 0.63  | \$29.24 | \$18.28  |
| 5.22  | \$29.24 | \$152.51 |
| 4.41  | \$29.24 | \$128.92 |
| 2.59  | \$29.24 | \$75.63  |
| 2.23  | \$29.24 | \$65.13  |
| 4.72  | \$29.24 | \$138.09 |
| 1.24  | \$29.24 | \$36.15  |
| 4.83  | \$29.24 | \$141.35 |
| 4.71  | \$29.24 | \$137.83 |
| 1.24  | \$29.24 | \$36.35  |
| 5.44  | \$29.24 | \$159.03 |
| 0.29  | \$29.24 | \$8.57   |
| 4.34  | \$29.24 | \$126.99 |
| 15.09 | \$29.24 | \$441.26 |
| 2.75  | \$29.24 | \$80.41  |
| 1.91  | \$29.24 | \$55.95  |
| 1.84  | \$29.24 | \$53.76  |
| 1.38  | \$29.24 | \$40.21  |
| 0.70  | \$29.24 | \$20.34  |
| 0.48  | \$29.24 | \$14.02  |
| 0.87  | \$29.24 | \$25.32  |
| 2.68  | \$29.24 | \$78.35  |
| 2.37  | \$29.24 | \$69.18  |
| 3.31  | \$29.24 | \$96.82  |
| 0.44  | \$29.24 | \$12.76  |
| 2.12  | \$29.24 | \$61.94  |
| 0.87  | \$29.24 | \$25.52  |
| 1.10  | \$29.24 | \$32.03  |
| 13.85 | \$29.24 | \$405.11 |
| 0.31  | \$29.24 | \$9.04   |
| 2.75  | \$29.24 | \$80.54  |
| 1.56  | \$29.24 | \$45.52  |
| 3.42  | \$29.24 | \$99.88  |
| 2.00  | \$29.24 | \$58.35  |
| 4.05  | \$29.24 | \$118.42 |
| 0.94  | \$29.24 | \$27.38  |
| 0.95  | \$29.24 | \$27.84  |
| 2.70  | \$29.24 | \$78.95  |



|       |         |          |
|-------|---------|----------|
| 0.65  | \$29.24 | \$19.07  |
| 13.39 | \$29.24 | \$391.42 |
| 0.25  | \$29.24 | \$7.18   |
| 4.31  | \$29.24 | \$126.00 |
| 1.69  | \$29.24 | \$49.44  |
| 0.83  | \$29.24 | \$24.26  |
| 6.35  | \$29.24 | \$185.54 |
| 0.66  | \$29.24 | \$19.40  |
| 3.39  | \$29.24 | \$99.08  |
| 1.17  | \$29.24 | \$34.22  |
| 0.62  | \$29.24 | \$18.08  |
| 14.64 | \$29.24 | \$428.03 |
| 2.41  | \$29.24 | \$70.57  |
| 7.33  | \$29.24 | \$214.32 |
| 0.36  | \$29.24 | \$10.50  |
| 0.37  | \$29.24 | \$10.70  |
| 1.48  | \$29.24 | \$43.33  |
| 1.26  | \$29.24 | \$36.88  |
| 2.35  | \$29.24 | \$68.85  |
| 6.20  | \$29.24 | \$181.16 |
| 2.25  | \$29.24 | \$65.92  |
| 0.46  | \$29.24 | \$13.56  |
| 0.38  | \$29.24 | \$11.16  |
| 4.49  | \$29.24 | \$131.31 |
| 4.53  | \$29.24 | \$132.31 |
| 0.68  | \$29.24 | \$20.00  |
| 1.50  | \$29.24 | \$43.99  |
| 1.95  | \$29.24 | \$56.95  |
| 3.60  | \$29.24 | \$105.26 |
| 1.52  | \$29.24 | \$44.52  |
| 1.01  | \$29.24 | \$29.51  |
| 0.54  | \$29.24 | \$15.68  |
| 4.04  | \$29.24 | \$118.16 |
| 3.13  | \$29.24 | \$91.57  |
| 0.34  | \$29.24 | \$9.84   |
| 1.24  | \$29.24 | \$36.28  |
| 0.44  | \$29.24 | \$12.96  |
| 6.14  | \$29.24 | \$179.43 |
| 3.27  | \$29.24 | \$95.69  |
| 4.84  | \$29.24 | \$141.48 |
| 0.91  | \$29.24 | \$26.52  |
| 0.81  | \$29.24 | \$23.66  |
| 9.25  | \$29.24 | \$270.34 |
| 3.91  | \$29.24 | \$114.37 |
| 0.43  | \$29.24 | \$12.56  |
| 2.17  | \$29.24 | \$63.40  |
| 4.14  | \$29.24 | \$120.95 |

|       |         |          |
|-------|---------|----------|
| 1.16  | \$29.24 | \$33.83  |
| 1.52  | \$29.24 | \$44.39  |
| 5.95  | \$29.24 | \$173.85 |
| 0.84  | \$29.24 | \$24.65  |
| 0.27  | \$29.24 | \$7.78   |
| 5.03  | \$29.24 | \$147.13 |
| 1.91  | \$29.24 | \$55.76  |
| 1.42  | \$29.24 | \$41.60  |
| 6.61  | \$29.24 | \$193.25 |
| 5.73  | \$29.24 | \$167.47 |
| 19.43 | \$29.24 | \$567.99 |
| 0.69  | \$29.24 | \$20.14  |
| 0.47  | \$29.24 | \$13.76  |
| 1.95  | \$29.24 | \$56.89  |
| 3.45  | \$29.24 | \$100.94 |
| 3.74  | \$29.24 | \$109.32 |
| 5.25  | \$29.24 | \$153.44 |
| 0.52  | \$29.24 | \$15.22  |
| 5.73  | \$29.24 | \$167.66 |
| 9.19  | \$29.24 | \$268.74 |
| 1.52  | \$29.24 | \$44.52  |
| 2.95  | \$29.24 | \$86.19  |
| 1.30  | \$29.24 | \$37.95  |
| 0.57  | \$29.24 | \$16.68  |
| 14.67 | \$29.24 | \$428.90 |
| 1.19  | \$29.24 | \$34.76  |
| 2.45  | \$29.24 | \$71.51  |
| 1.41  | \$29.24 | \$41.27  |
| 10.54 | \$29.24 | \$308.15 |
| 2.28  | \$29.24 | \$66.59  |
| 3.42  | \$29.24 | \$100.08 |
| 1.71  | \$29.24 | \$50.11  |
| 2.93  | \$29.24 | \$85.59  |
| 1.44  | \$29.24 | \$42.00  |
| 1.54  | \$29.24 | \$45.12  |
| 1.38  | \$29.24 | \$40.47  |
| 1.61  | \$29.24 | \$47.18  |
| 3.10  | \$29.24 | \$90.58  |
| 3.09  | \$29.24 | \$90.44  |
| 1.05  | \$29.24 | \$30.83  |
| 0.71  | \$29.24 | \$20.73  |
| 0.88  | \$29.24 | \$25.65  |
| 1.01  | \$29.24 | \$29.57  |
| 6.67  | \$29.24 | \$195.11 |
| 0.62  | \$29.24 | \$18.14  |
| 0.46  | \$29.24 | \$13.56  |
| 2.18  | \$29.24 | \$63.73  |

|       |         |          |
|-------|---------|----------|
| 3.81  | \$29.24 | \$111.51 |
| 12.11 | \$29.24 | \$354.20 |
| 4.75  | \$29.24 | \$139.02 |
| 1.18  | \$29.24 | \$34.49  |
| 0.63  | \$29.24 | \$18.54  |
| 3.95  | \$29.24 | \$115.43 |
| 7.46  | \$29.24 | \$218.17 |
| 2.02  | \$29.24 | \$59.08  |
| 0.51  | \$29.24 | \$14.89  |
| 7.76  | \$29.24 | \$226.88 |
| 12.65 | \$29.24 | \$369.82 |
| 3.70  | \$29.24 | \$108.12 |
| 7.08  | \$29.24 | \$206.87 |
| 0.64  | \$29.24 | \$18.61  |
| 5.35  | \$29.24 | \$156.43 |
| 1.63  | \$29.24 | \$47.65  |
| 5.26  | \$29.24 | \$153.78 |
| 1.53  | \$29.24 | \$44.59  |
| 4.68  | \$29.24 | \$136.90 |
| 0.30  | \$29.24 | \$8.90   |
| 1.75  | \$29.24 | \$51.24  |
| 0.39  | \$29.24 | \$11.43  |
| 4.48  | \$29.24 | \$130.98 |
| 17.36 | \$29.24 | \$507.58 |
| 2.98  | \$29.24 | \$87.25  |
| 0.73  | \$29.24 | \$21.46  |
| 4.24  | \$29.24 | \$123.94 |
| 0.77  | \$29.24 | \$22.46  |
| 1.35  | \$29.24 | \$39.54  |
| 16.56 | \$29.24 | \$484.32 |
| 2.74  | \$29.24 | \$80.01  |
| 0.51  | \$29.24 | \$14.95  |
| 0.72  | \$29.24 | \$21.13  |
| 10.95 | \$29.24 | \$320.05 |
| 1.74  | \$29.24 | \$50.97  |
| 1.38  | \$29.24 | \$40.34  |
| 2.90  | \$29.24 | \$84.73  |
| 5.06  | \$29.24 | \$147.86 |
| 1.50  | \$29.24 | \$43.86  |
| 5.91  | \$29.24 | \$172.78 |
| 0.55  | \$29.24 | \$16.21  |
| 0.97  | \$29.24 | \$28.38  |
| 4.55  | \$29.24 | \$132.91 |
| 2.47  | \$29.24 | \$72.10  |
| 24.63 | \$29.24 | \$720.23 |
| 0.34  | \$29.24 | \$9.97   |
| 1.97  | \$29.24 | \$57.48  |

|       |         |          |
|-------|---------|----------|
| 2.94  | \$29.24 | \$85.93  |
| 2.99  | \$29.24 | \$87.32  |
| 2.21  | \$29.24 | \$64.59  |
| 2.68  | \$29.24 | \$78.48  |
| 0.39  | \$29.24 | \$11.30  |
| 5.54  | \$29.24 | \$161.88 |
| 7.55  | \$29.24 | \$220.83 |
| 1.15  | \$29.24 | \$33.69  |
| 6.83  | \$29.24 | \$199.63 |
| 1.59  | \$29.24 | \$46.45  |
| 0.50  | \$29.24 | \$14.69  |
| 1.71  | \$29.24 | \$50.04  |
| 15.35 | \$29.24 | \$448.97 |
| 11.86 | \$29.24 | \$346.76 |
| 2.98  | \$29.24 | \$87.19  |
| 2.99  | \$29.24 | \$87.45  |
| 0.44  | \$29.24 | \$12.76  |
| 4.33  | \$29.24 | \$126.60 |
| 2.60  | \$29.24 | \$76.02  |
| 1.58  | \$29.24 | \$46.32  |
| 2.63  | \$29.24 | \$76.76  |
| 2.78  | \$29.24 | \$81.41  |
| 3.85  | \$29.24 | \$112.51 |
| 0.97  | \$29.24 | \$28.24  |
| 4.05  | \$29.24 | \$118.42 |
| 0.98  | \$29.24 | \$28.58  |
| 2.06  | \$29.24 | \$60.34  |
| 3.95  | \$29.24 | \$115.37 |
| 2.19  | \$29.24 | \$64.06  |
| 0.70  | \$29.24 | \$20.60  |
| 0.41  | \$29.24 | \$11.90  |
| 5.14  | \$29.24 | \$150.19 |
| 2.80  | \$29.24 | \$81.74  |
| 9.00  | \$29.24 | \$263.29 |
| 3.64  | \$29.24 | \$106.33 |
| 1.55  | \$29.24 | \$45.39  |
| 3.84  | \$29.24 | \$112.31 |
| 0.98  | \$29.24 | \$28.51  |
| 2.48  | \$29.24 | \$72.57  |
| 1.13  | \$29.24 | \$33.16  |
| 2.73  | \$29.24 | \$79.68  |
| 2.91  | \$29.24 | \$85.06  |
| 5.54  | \$29.24 | \$162.08 |
| 0.99  | \$29.24 | \$28.97  |
| 2.39  | \$29.24 | \$69.91  |
| 3.34  | \$29.24 | \$97.62  |

|      |         |          |
|------|---------|----------|
| 5.78 | \$29.24 | \$169.13 |
| 2.37 | \$29.24 | \$69.25  |
| 1.83 | \$29.24 | \$53.36  |
| 6.32 | \$29.24 | \$184.74 |
| 0.74 | \$29.24 | \$21.66  |
| 0.97 | \$29.24 | \$28.38  |
| 5.60 | \$29.24 | \$163.68 |
| 5.33 | \$29.24 | \$155.90 |
| 2.30 | \$29.24 | \$67.19  |
| 1.37 | \$29.24 | \$40.01  |
| 3.33 | \$29.24 | \$97.22  |
| 5.89 | \$29.24 | \$172.18 |
| 0.30 | \$29.24 | \$8.84   |
| 1.92 | \$29.24 | \$56.22  |
| 4.47 | \$29.24 | \$130.65 |
| 8.66 | \$29.24 | \$253.26 |
| 1.65 | \$29.24 | \$48.11  |
| 2.36 | \$29.24 | \$69.05  |
| 5.43 | \$29.24 | \$158.69 |
| 0.99 | \$29.24 | \$28.97  |
| 3.95 | \$29.24 | \$115.37 |
| 2.75 | \$29.24 | \$80.28  |
| 7.15 | \$29.24 | \$209.20 |
| 4.51 | \$29.24 | \$131.98 |
| 0.76 | \$29.24 | \$22.33  |
| 0.57 | \$29.24 | \$16.55  |
| 0.38 | \$29.24 | \$11.16  |
| 4.98 | \$29.24 | \$145.67 |
| 1.55 | \$29.24 | \$45.19  |
| 4.92 | \$29.24 | \$143.74 |
| 2.30 | \$29.24 | \$67.32  |
| 8.32 | \$29.24 | \$243.22 |
| 3.55 | \$29.24 | \$103.74 |
| 1.69 | \$29.24 | \$49.31  |
| 0.88 | \$29.24 | \$25.65  |
| 0.69 | \$29.24 | \$20.14  |
| 0.40 | \$29.24 | \$11.56  |
| 1.61 | \$29.24 | \$47.18  |
| 0.55 | \$29.24 | \$16.02  |
| 0.45 | \$29.24 | \$13.22  |
| 0.43 | \$29.24 | \$12.63  |
| 0.59 | \$29.24 | \$17.15  |
| 3.12 | \$29.24 | \$91.18  |
| 2.75 | \$29.24 | \$80.34  |
| 0.99 | \$29.24 | \$28.84  |
| 0.58 | \$29.24 | \$17.08  |
| 0.57 | \$29.24 | \$16.61  |

|       |         |          |
|-------|---------|----------|
| 2.32  | \$29.24 | \$67.78  |
| 1.39  | \$29.24 | \$40.60  |
| 2.62  | \$29.24 | \$76.56  |
| 0.56  | \$29.24 | \$16.48  |
| 0.36  | \$29.24 | \$10.50  |
| 4.15  | \$29.24 | \$121.41 |
| 5.08  | \$29.24 | \$148.53 |
| 2.78  | \$29.24 | \$81.34  |
| 2.20  | \$29.24 | \$64.46  |
| 1.03  | \$29.24 | \$30.04  |
| 2.67  | \$29.24 | \$78.02  |
| 1.47  | \$29.24 | \$43.00  |
| 0.30  | \$29.24 | \$8.71   |
| 2.75  | \$29.24 | \$80.48  |
| 5.92  | \$29.24 | \$173.05 |
| 2.66  | \$29.24 | \$77.69  |
| 0.42  | \$29.24 | \$12.36  |
| 12.97 | \$29.24 | \$379.12 |
| 0.99  | \$29.24 | \$29.04  |
| 0.42  | \$29.24 | \$12.29  |
| 4.64  | \$29.24 | \$135.63 |
| 1.01  | \$29.24 | \$29.51  |
| 9.33  | \$29.24 | \$272.80 |
| 12.68 | \$29.24 | \$370.88 |
| 6.77  | \$29.24 | \$197.97 |
| 0.43  | \$29.24 | \$12.69  |
| 1.06  | \$29.24 | \$30.90  |
| 2.57  | \$29.24 | \$75.03  |
| 5.88  | \$29.24 | \$172.05 |
| 0.43  | \$29.24 | \$12.56  |
| 8.69  | \$29.24 | \$254.19 |
| 5.33  | \$29.24 | \$155.77 |
| 2.00  | \$29.24 | \$58.61  |
| 0.34  | \$29.24 | \$10.03  |
| 0.82  | \$29.24 | \$23.86  |
| 7.01  | \$29.24 | \$205.08 |
| 2.36  | \$29.24 | \$69.11  |
| 1.21  | \$29.24 | \$35.35  |
| 0.31  | \$29.24 | \$9.10   |
| 0.78  | \$29.24 | \$22.86  |
| 15.91 | \$29.24 | \$465.31 |
| 4.99  | \$29.24 | \$145.80 |
| 0.59  | \$29.24 | \$17.34  |
| 25.40 | \$29.24 | \$742.63 |
| 0.64  | \$29.24 | \$18.61  |
| 3.75  | \$29.24 | \$109.65 |
| 1.59  | \$29.24 | \$46.58  |

|       |         |          |
|-------|---------|----------|
| 2.91  | \$29.24 | \$85.13  |
| 3.63  | \$29.24 | \$106.00 |
| 1.84  | \$29.24 | \$53.70  |
| 16.31 | \$29.24 | \$476.81 |
| 1.74  | \$29.24 | \$50.90  |
| 1.39  | \$29.24 | \$40.74  |
| 4.33  | \$29.24 | \$126.60 |
| 8.03  | \$29.24 | \$234.92 |
| 1.08  | \$29.24 | \$31.50  |
| 2.30  | \$29.24 | \$67.38  |
| 0.47  | \$29.24 | \$13.69  |
| 2.29  | \$29.24 | \$66.99  |
| 3.16  | \$29.24 | \$92.50  |
| 1.62  | \$29.24 | \$47.38  |
| 1.23  | \$29.24 | \$35.95  |
| 0.42  | \$29.24 | \$12.29  |
| 2.23  | \$29.24 | \$65.26  |
| 4.90  | \$29.24 | \$143.34 |
| 1.31  | \$29.24 | \$38.28  |
| 5.08  | \$29.24 | \$148.39 |
| 1.62  | \$29.24 | \$47.45  |
| 1.91  | \$29.24 | \$55.76  |
| 2.98  | \$29.24 | \$87.06  |
| 6.04  | \$29.24 | \$176.50 |
| 2.18  | \$29.24 | \$63.86  |
| 1.09  | \$29.24 | \$31.96  |
| 4.21  | \$29.24 | \$123.21 |
| 0.50  | \$29.24 | \$14.49  |
| 2.76  | \$29.24 | \$80.74  |
| 1.56  | \$29.24 | \$45.72  |
| 3.12  | \$29.24 | \$91.11  |
| 14.14 | \$29.24 | \$413.55 |
| 0.49  | \$29.24 | \$14.22  |
| 0.46  | \$29.24 | \$13.56  |
| 1.20  | \$29.24 | \$34.96  |
| 18.18 | \$29.24 | \$531.44 |
| 1.13  | \$29.24 | \$32.96  |
| 4.56  | \$29.24 | \$133.37 |
| 0.45  | \$29.24 | \$13.16  |
| 0.64  | \$29.24 | \$18.81  |
| 1.20  | \$29.24 | \$35.02  |
| 1.27  | \$29.24 | \$37.02  |
| 4.89  | \$29.24 | \$142.88 |
| 1.43  | \$29.24 | \$41.67  |
| 3.05  | \$29.24 | \$89.12  |
| 3.50  | \$29.24 | \$102.34 |
| 2.44  | \$29.24 | \$71.37  |

|       |         |          |
|-------|---------|----------|
| 0.46  | \$29.24 | \$13.49  |
| 2.77  | \$29.24 | \$80.94  |
| 0.56  | \$29.24 | \$16.48  |
| 2.46  | \$29.24 | \$72.04  |
| 0.90  | \$29.24 | \$26.18  |
| 2.98  | \$29.24 | \$87.12  |
| 1.79  | \$29.24 | \$52.30  |
| 1.04  | \$29.24 | \$30.30  |
| 0.73  | \$29.24 | \$21.46  |
| 6.81  | \$29.24 | \$199.03 |
| 2.44  | \$29.24 | \$71.24  |
| 0.22  | \$29.24 | \$6.31   |
| 0.21  | \$29.24 | \$6.11   |
| 5.05  | \$29.24 | \$147.53 |
| 0.43  | \$29.24 | \$12.63  |
| 1.06  | \$29.24 | \$31.10  |
| 1.32  | \$29.24 | \$38.48  |
| 3.34  | \$29.24 | \$97.56  |
| 2.75  | \$29.24 | \$80.28  |
| 3.29  | \$29.24 | \$96.23  |
| 1.43  | \$29.24 | \$41.73  |
| 2.17  | \$29.24 | \$63.46  |
| 1.73  | \$29.24 | \$50.44  |
| 1.90  | \$29.24 | \$55.56  |
| 1.75  | \$29.24 | \$51.10  |
| 2.63  | \$29.24 | \$76.76  |
| 1.27  | \$29.24 | \$37.21  |
| 1.84  | \$29.24 | \$53.83  |
| 1.58  | \$29.24 | \$46.19  |
| 11.91 | \$29.24 | \$348.29 |
| 1.37  | \$29.24 | \$40.14  |
| 1.78  | \$29.24 | \$51.97  |
| 5.80  | \$29.24 | \$169.53 |
| 2.24  | \$29.24 | \$65.46  |
| 5.60  | \$29.24 | \$163.74 |
| 3.16  | \$29.24 | \$92.37  |
| 8.05  | \$29.24 | \$235.51 |
| 3.35  | \$29.24 | \$97.89  |
| 0.97  | \$29.24 | \$28.44  |
| 1.68  | \$29.24 | \$49.11  |
| 2.35  | \$29.24 | \$68.65  |
| 2.00  | \$29.24 | \$58.48  |
| 2.27  | \$29.24 | \$66.39  |
| 0.86  | \$29.24 | \$25.19  |
| 0.40  | \$29.24 | \$11.56  |
| 1.06  | \$29.24 | \$31.10  |
| 2.36  | \$29.24 | \$68.91  |



|       |         |            |
|-------|---------|------------|
| 0.43  | \$29.24 | \$12.63    |
| 7.29  | \$29.24 | \$213.12   |
| 1.67  | \$29.24 | \$48.84    |
| 2.39  | \$29.24 | \$69.98    |
| 2.44  | \$29.24 | \$71.44    |
| 0.63  | \$29.24 | \$18.54    |
| 5.99  | \$29.24 | \$175.04   |
| 0.62  | \$29.24 | \$18.21    |
| 1.08  | \$29.24 | \$31.57    |
| 1.69  | \$29.24 | \$49.44    |
| 1.63  | \$29.24 | \$47.65    |
| 0.72  | \$29.24 | \$20.93    |
| 2.56  | \$29.24 | \$74.96    |
| 0.36  | \$29.24 | \$10.43    |
| 2.59  | \$29.24 | \$75.76    |
| 2.98  | \$29.24 | \$86.99    |
| 1.00  | \$29.24 | \$29.24    |
| 1.53  | \$29.24 | \$44.79    |
| 1.29  | \$29.24 | \$37.61    |
| 2.86  | \$29.24 | \$83.60    |
| 0.67  | \$29.24 | \$19.47    |
| 0.39  | \$29.24 | \$11.30    |
| 12.09 | \$29.24 | \$353.54   |
| 0.19  | \$29.24 | \$5.45     |
| 12.41 | \$29.24 | \$362.91   |
| 2.62  | \$29.24 | \$76.49    |
| 1.92  | \$29.24 | \$56.09    |
| 1.43  | \$29.24 | \$41.73    |
| 37.52 | \$29.24 | \$1,097.10 |
| 1.29  | \$29.24 | \$37.75    |
| 4.47  | \$29.24 | \$130.65   |
| 6.06  | \$29.24 | \$177.10   |
| 2.76  | \$29.24 | \$80.61    |
| 0.92  | \$29.24 | \$26.78    |
| 2.75  | \$29.24 | \$80.28    |
| 0.98  | \$29.24 | \$28.77    |
| 1.70  | \$29.24 | \$49.64    |
| 4.38  | \$29.24 | \$127.93   |
| 0.56  | \$29.24 | \$16.41    |
| 0.50  | \$29.24 | \$14.62    |
| 0.70  | \$29.24 | \$20.34    |
| 0.60  | \$29.24 | \$17.54    |
| 1.58  | \$29.24 | \$46.05    |
| 1.12  | \$29.24 | \$32.83    |
| 2.73  | \$29.24 | \$79.88    |
| 0.96  | \$29.24 | \$28.04    |
| 3.68  | \$29.24 | \$107.59   |

|       |         |          |
|-------|---------|----------|
| 1.29  | \$29.24 | \$37.68  |
| 0.38  | \$29.24 | \$11.03  |
| 0.90  | \$29.24 | \$26.45  |
| 10.23 | \$29.24 | \$299.24 |
| 5.90  | \$29.24 | \$172.52 |
| 2.47  | \$29.24 | \$72.24  |
| 1.79  | \$29.24 | \$52.30  |
| 1.94  | \$29.24 | \$56.69  |
| 2.07  | \$29.24 | \$60.41  |
| 3.55  | \$29.24 | \$103.74 |
| 0.99  | \$29.24 | \$28.84  |
| 6.90  | \$29.24 | \$201.89 |
| 10.96 | \$29.24 | \$320.44 |
| 9.79  | \$29.24 | \$286.35 |
| 2.55  | \$29.24 | \$74.63  |
| 2.75  | \$29.24 | \$80.54  |
| 1.13  | \$29.24 | \$32.96  |
| 0.48  | \$29.24 | \$13.96  |
| 0.57  | \$29.24 | \$16.75  |
| 0.50  | \$29.24 | \$14.62  |
| 0.27  | \$29.24 | \$7.78   |
| 4.16  | \$29.24 | \$121.74 |
| 1.81  | \$29.24 | \$52.96  |
| 2.82  | \$29.24 | \$82.40  |
| 1.24  | \$29.24 | \$36.28  |
| 1.10  | \$29.24 | \$32.16  |
| 2.31  | \$29.24 | \$67.65  |
| 0.98  | \$29.24 | \$28.58  |
| 2.80  | \$29.24 | \$81.87  |
| 5.23  | \$29.24 | \$152.85 |
| 2.76  | \$29.24 | \$80.61  |
| 2.48  | \$29.24 | \$72.44  |
| 1.21  | \$29.24 | \$35.35  |
| 2.96  | \$29.24 | \$86.66  |
| 1.58  | \$29.24 | \$46.12  |
| 2.50  | \$29.24 | \$73.03  |
| 2.83  | \$29.24 | \$82.74  |
| 1.66  | \$29.24 | \$48.51  |
| 0.76  | \$29.24 | \$22.33  |
| 3.72  | \$29.24 | \$108.72 |
| 1.74  | \$29.24 | \$50.77  |
| 8.80  | \$29.24 | \$257.31 |
| 0.90  | \$29.24 | \$26.25  |
| 2.92  | \$29.24 | \$85.33  |
| 1.77  | \$29.24 | \$51.77  |
| 2.37  | \$29.24 | \$69.31  |
| 1.48  | \$29.24 | \$43.20  |

|       |         |          |
|-------|---------|----------|
| 2.08  | \$29.24 | \$60.81  |
| 1.85  | \$29.24 | \$54.03  |
| 0.63  | \$29.24 | \$18.28  |
| 3.23  | \$29.24 | \$94.56  |
| 7.30  | \$29.24 | \$213.58 |
| 1.05  | \$29.24 | \$30.70  |
| 1.02  | \$29.24 | \$29.90  |
| 3.37  | \$29.24 | \$98.55  |
| 11.68 | \$29.24 | \$341.58 |
| 7.54  | \$29.24 | \$220.36 |
| 5.44  | \$29.24 | \$158.96 |
| 0.86  | \$29.24 | \$25.05  |
| 1.86  | \$29.24 | \$54.49  |
| 7.39  | \$29.24 | \$216.11 |
| 1.52  | \$29.24 | \$44.39  |
| 16.88 | \$29.24 | \$493.69 |
| 1.46  | \$29.24 | \$42.66  |
| 0.69  | \$29.24 | \$20.14  |
| 3.23  | \$29.24 | \$94.50  |
| 5.34  | \$29.24 | \$156.17 |
| 1.79  | \$29.24 | \$52.37  |
| 1.25  | \$29.24 | \$36.62  |
| 5.69  | \$29.24 | \$166.47 |
| 2.35  | \$29.24 | \$68.78  |
| 1.31  | \$29.24 | \$38.28  |
| 0.83  | \$29.24 | \$24.12  |
| 5.46  | \$29.24 | \$159.56 |
| 6.37  | \$29.24 | \$186.21 |
| 5.10  | \$29.24 | \$149.26 |
| 3.83  | \$29.24 | \$111.91 |
| 1.21  | \$29.24 | \$35.35  |
| 1.22  | \$29.24 | \$35.62  |
| 3.43  | \$29.24 | \$100.15 |
| 7.12  | \$29.24 | \$208.20 |
| 0.57  | \$29.24 | \$16.75  |
| 27.25 | \$29.24 | \$796.79 |
| 2.16  | \$29.24 | \$63.13  |
| 3.69  | \$29.24 | \$107.79 |
| 2.19  | \$29.24 | \$63.93  |
| 2.86  | \$29.24 | \$83.53  |
| 4.58  | \$29.24 | \$133.84 |
| 4.44  | \$29.24 | \$129.85 |
| 2.35  | \$29.24 | \$68.65  |
| 1.71  | \$29.24 | \$49.91  |
| 3.67  | \$29.24 | \$107.32 |
| 2.97  | \$29.24 | \$86.92  |
| 0.91  | \$29.24 | \$26.65  |

|       |         |          |
|-------|---------|----------|
| 1.02  | \$29.24 | \$29.77  |
| 3.10  | \$29.24 | \$90.51  |
| 8.41  | \$29.24 | \$246.01 |
| 2.32  | \$29.24 | \$67.85  |
| 1.13  | \$29.24 | \$32.90  |
| 2.18  | \$29.24 | \$63.80  |
| 0.34  | \$29.24 | \$9.90   |
| 3.85  | \$29.24 | \$112.57 |
| 1.30  | \$29.24 | \$38.01  |
| 5.09  | \$29.24 | \$148.79 |
| 3.91  | \$29.24 | \$114.43 |
| 1.41  | \$29.24 | \$41.27  |
| 1.82  | \$29.24 | \$53.16  |
| 1.80  | \$29.24 | \$52.57  |
| 4.03  | \$29.24 | \$117.82 |
| 13.62 | \$29.24 | \$398.26 |
| 0.58  | \$29.24 | \$17.01  |
| 0.38  | \$29.24 | \$11.10  |
| 1.15  | \$29.24 | \$33.63  |
| 3.67  | \$29.24 | \$107.32 |
| 3.56  | \$29.24 | \$104.13 |
| 2.20  | \$29.24 | \$64.39  |
| 0.62  | \$29.24 | \$18.21  |
| 4.46  | \$29.24 | \$130.45 |
| 0.41  | \$29.24 | \$11.90  |
| 1.00  | \$29.24 | \$29.24  |
| 3.97  | \$29.24 | \$116.16 |
| 9.16  | \$29.24 | \$267.94 |
| 0.55  | \$29.24 | \$16.02  |
| 3.39  | \$29.24 | \$99.02  |
| 2.75  | \$29.24 | \$80.48  |
| 1.03  | \$29.24 | \$30.04  |
| 4.67  | \$29.24 | \$136.50 |
| 5.13  | \$29.24 | \$149.86 |
| 1.61  | \$29.24 | \$47.05  |
| 0.74  | \$29.24 | \$21.73  |
| 9.31  | \$29.24 | \$272.20 |
| 1.23  | \$29.24 | \$35.95  |
| 6.38  | \$29.24 | \$186.67 |
| 5.19  | \$29.24 | \$151.85 |
| 0.57  | \$29.24 | \$16.55  |
| 11.58 | \$29.24 | \$338.65 |
| 1.37  | \$29.24 | \$40.07  |
| 1.54  | \$29.24 | \$45.12  |
| 0.31  | \$29.24 | \$9.04   |
| 2.51  | \$29.24 | \$73.43  |
| 7.90  | \$29.24 | \$231.13 |

|       |         |          |
|-------|---------|----------|
| 0.91  | \$29.24 | \$26.58  |
| 1.67  | \$29.24 | \$48.91  |
| 1.60  | \$29.24 | \$46.65  |
| 1.20  | \$29.24 | \$34.96  |
| 7.61  | \$29.24 | \$222.62 |
| 1.61  | \$29.24 | \$47.18  |
| 0.51  | \$29.24 | \$14.89  |
| 2.22  | \$29.24 | \$64.79  |
| 0.96  | \$29.24 | \$27.98  |
| 4.27  | \$29.24 | \$124.93 |
| 1.54  | \$29.24 | \$44.99  |
| 0.50  | \$29.24 | \$14.69  |
| 2.00  | \$29.24 | \$58.41  |
| 2.00  | \$29.24 | \$58.41  |
| 0.56  | \$29.24 | \$16.41  |
| 2.05  | \$29.24 | \$60.07  |
| 8.38  | \$29.24 | \$245.08 |
| 2.26  | \$29.24 | \$66.06  |
| 2.17  | \$29.24 | \$63.40  |
| 0.83  | \$29.24 | \$24.19  |
| 1.56  | \$29.24 | \$45.72  |
| 0.48  | \$29.24 | \$14.15  |
| 0.80  | \$29.24 | \$23.52  |
| 1.55  | \$29.24 | \$45.45  |
| 0.32  | \$29.24 | \$9.30   |
| 1.12  | \$29.24 | \$32.70  |
| 5.69  | \$29.24 | \$166.34 |
| 0.50  | \$29.24 | \$14.49  |
| 0.61  | \$29.24 | \$17.88  |
| 2.33  | \$29.24 | \$68.05  |
| 2.21  | \$29.24 | \$64.59  |
| 0.56  | \$29.24 | \$16.41  |
| 2.26  | \$29.24 | \$66.06  |
| 4.40  | \$29.24 | \$128.59 |
| 1.82  | \$29.24 | \$53.10  |
| 4.53  | \$29.24 | \$132.44 |
| 3.77  | \$29.24 | \$110.31 |
| 3.61  | \$29.24 | \$105.46 |
| 10.92 | \$29.24 | \$319.38 |
| 3.32  | \$29.24 | \$97.09  |
| 3.83  | \$29.24 | \$111.84 |
| 3.03  | \$29.24 | \$88.52  |
| 4.88  | \$29.24 | \$142.68 |
| 4.09  | \$29.24 | \$119.49 |
| 4.95  | \$29.24 | \$144.80 |
| 0.45  | \$29.24 | \$13.03  |
| 0.98  | \$29.24 | \$28.71  |

|       |         |          |
|-------|---------|----------|
| 9.88  | \$29.24 | \$289.01 |
| 1.08  | \$29.24 | \$31.43  |
| 0.48  | \$29.24 | \$14.02  |
| 0.50  | \$29.24 | \$14.69  |
| 26.60 | \$29.24 | \$777.65 |
| 1.66  | \$29.24 | \$48.45  |
| 12.28 | \$29.24 | \$359.05 |
| 3.73  | \$29.24 | \$109.05 |
| 2.64  | \$29.24 | \$77.29  |
| 0.46  | \$29.24 | \$13.56  |
| 2.03  | \$29.24 | \$59.41  |
| 1.17  | \$29.24 | \$34.22  |
| 0.96  | \$29.24 | \$28.11  |
| 11.47 | \$29.24 | \$335.26 |
| 4.78  | \$29.24 | \$139.62 |
| 6.28  | \$29.24 | \$183.61 |
| 1.08  | \$29.24 | \$31.63  |
| 0.33  | \$29.24 | \$9.77   |
| 3.50  | \$29.24 | \$102.34 |
| 6.37  | \$29.24 | \$186.27 |
| 1.77  | \$29.24 | \$51.83  |
| 0.74  | \$29.24 | \$21.53  |
| 1.50  | \$29.24 | \$43.99  |
| 1.13  | \$29.24 | \$33.03  |
| 4.50  | \$29.24 | \$131.58 |
| 3.38  | \$29.24 | \$98.75  |
| 2.15  | \$29.24 | \$62.87  |
| 1.45  | \$29.24 | \$42.46  |
| 0.69  | \$29.24 | \$20.27  |
| 1.80  | \$29.24 | \$52.57  |
| 6.82  | \$29.24 | \$199.36 |
| 1.43  | \$29.24 | \$41.93  |
| 5.75  | \$29.24 | \$168.26 |
| 6.70  | \$29.24 | \$195.78 |
| 0.28  | \$29.24 | \$8.24   |
| 1.97  | \$29.24 | \$57.48  |
| 0.84  | \$29.24 | \$24.52  |
| 6.78  | \$29.24 | \$198.37 |
| 0.85  | \$29.24 | \$24.92  |
| 0.79  | \$29.24 | \$23.06  |
| 11.01 | \$29.24 | \$321.84 |
| 14.85 | \$29.24 | \$434.15 |
| 6.03  | \$29.24 | \$176.44 |
| 9.89  | \$29.24 | \$289.28 |
| 3.14  | \$29.24 | \$91.91  |
| 8.76  | \$29.24 | \$256.25 |
| 0.33  | \$29.24 | \$9.70   |

|       |         |          |
|-------|---------|----------|
| 0.96  | \$29.24 | \$28.18  |
| 0.58  | \$29.24 | \$16.81  |
| 3.85  | \$29.24 | \$112.44 |
| 2.34  | \$29.24 | \$68.51  |
| 1.80  | \$29.24 | \$52.76  |
| 2.80  | \$29.24 | \$81.81  |
| 0.28  | \$29.24 | \$8.17   |
| 0.84  | \$29.24 | \$24.59  |
| 6.48  | \$29.24 | \$189.59 |
| 2.37  | \$29.24 | \$69.31  |
| 1.88  | \$29.24 | \$55.09  |
| 2.98  | \$29.24 | \$87.19  |
| 2.30  | \$29.24 | \$67.32  |
| 6.12  | \$29.24 | \$178.83 |
| 0.61  | \$29.24 | \$17.94  |
| 1.15  | \$29.24 | \$33.69  |
| 1.05  | \$29.24 | \$30.70  |
| 3.92  | \$29.24 | \$114.70 |
| 4.31  | \$29.24 | \$126.06 |
| 2.74  | \$29.24 | \$80.08  |
| 7.48  | \$29.24 | \$218.57 |
| 2.38  | \$29.24 | \$69.71  |
| 0.83  | \$29.24 | \$24.26  |
| 0.44  | \$29.24 | \$12.83  |
| 1.75  | \$29.24 | \$51.04  |
| 1.08  | \$29.24 | \$31.43  |
| 1.12  | \$29.24 | \$32.76  |
| 0.47  | \$29.24 | \$13.76  |
| 7.56  | \$29.24 | \$220.96 |
| 4.31  | \$29.24 | \$126.00 |
| 4.96  | \$29.24 | \$145.14 |
| 0.59  | \$29.24 | \$17.15  |
| 1.26  | \$29.24 | \$36.82  |
| 5.14  | \$29.24 | \$150.32 |
| 10.72 | \$29.24 | \$313.40 |
| 3.84  | \$29.24 | \$112.31 |
| 1.25  | \$29.24 | \$36.62  |
| 0.69  | \$29.24 | \$20.07  |
| 0.46  | \$29.24 | \$13.56  |
| 4.20  | \$29.24 | \$122.87 |
| 7.46  | \$29.24 | \$218.04 |
| 0.95  | \$29.24 | \$27.78  |
| 0.72  | \$29.24 | \$21.00  |
| 0.49  | \$29.24 | \$14.29  |
| 0.63  | \$29.24 | \$18.54  |
| 3.63  | \$29.24 | \$106.19 |
| 6.80  | \$29.24 | \$198.77 |

|       |         |            |
|-------|---------|------------|
| 2.75  | \$29.24 | \$80.54    |
| 0.83  | \$29.24 | \$24.32    |
| 0.85  | \$29.24 | \$24.99    |
| 4.17  | \$29.24 | \$121.81   |
| 0.72  | \$29.24 | \$20.93    |
| 2.42  | \$29.24 | \$70.71    |
| 2.97  | \$29.24 | \$86.92    |
| 36.98 | \$29.24 | \$1,081.41 |
| 10.30 | \$29.24 | \$301.30   |
| 7.06  | \$29.24 | \$206.47   |
| 1.39  | \$29.24 | \$40.67    |
| 2.62  | \$29.24 | \$76.69    |
| 5.43  | \$29.24 | \$158.69   |
| 2.02  | \$29.24 | \$59.14    |
| 0.35  | \$29.24 | \$10.37    |
| 6.09  | \$29.24 | \$178.16   |
| 6.02  | \$29.24 | \$175.91   |
| 2.94  | \$29.24 | \$85.93    |
| 3.52  | \$29.24 | \$102.94   |
| 3.96  | \$29.24 | \$115.70   |
| 2.01  | \$29.24 | \$58.88    |
| 9.80  | \$29.24 | \$286.55   |
| 1.17  | \$29.24 | \$34.29    |
| 2.30  | \$29.24 | \$67.12    |
| 0.43  | \$29.24 | \$12.63    |
| 1.89  | \$29.24 | \$55.29    |
| 1.18  | \$29.24 | \$34.62    |
| 0.40  | \$29.24 | \$11.56    |
| 6.51  | \$29.24 | \$190.39   |
| 1.12  | \$29.24 | \$32.83    |
| 3.21  | \$29.24 | \$93.97    |
| 0.49  | \$29.24 | \$14.42    |
| 18.41 | \$29.24 | \$538.35   |
| 1.51  | \$29.24 | \$44.19    |
| 2.65  | \$29.24 | \$77.42    |
| 3.27  | \$29.24 | \$95.50    |
| 11.87 | \$29.24 | \$346.96   |
| 0.49  | \$29.24 | \$14.35    |
| 4.89  | \$29.24 | \$142.94   |
| 12.85 | \$29.24 | \$375.67   |
| 4.66  | \$29.24 | \$136.17   |
| 0.88  | \$29.24 | \$25.78    |
| 1.33  | \$29.24 | \$39.01    |
| 6.00  | \$29.24 | \$175.31   |
| 2.20  | \$29.24 | \$64.20    |
| 1.86  | \$29.24 | \$54.49    |
| 3.96  | \$29.24 | \$115.76   |



|       |         |          |
|-------|---------|----------|
| 5.82  | \$29.24 | \$170.06 |
| 0.67  | \$29.24 | \$19.47  |
| 0.56  | \$29.24 | \$16.48  |
| 0.63  | \$29.24 | \$18.47  |
| 5.02  | \$29.24 | \$146.80 |
| 3.60  | \$29.24 | \$105.33 |
| 1.96  | \$29.24 | \$57.28  |
| 6.31  | \$29.24 | \$184.54 |
| 17.64 | \$29.24 | \$515.75 |
| 1.01  | \$29.24 | \$29.44  |
| 1.42  | \$29.24 | \$41.53  |
| 1.90  | \$29.24 | \$55.62  |
| 2.85  | \$29.24 | \$83.20  |
| 0.99  | \$29.24 | \$28.84  |
| 4.18  | \$29.24 | \$122.34 |
| 4.25  | \$29.24 | \$124.27 |
| 0.31  | \$29.24 | \$9.10   |
| 3.48  | \$29.24 | \$101.87 |
| 2.45  | \$29.24 | \$71.64  |
| 7.40  | \$29.24 | \$216.31 |
| 0.57  | \$29.24 | \$16.61  |
| 0.96  | \$29.24 | \$28.11  |
| 2.66  | \$29.24 | \$77.69  |
| 5.20  | \$29.24 | \$152.11 |
| 2.21  | \$29.24 | \$64.66  |
| 10.88 | \$29.24 | \$318.12 |
| 18.95 | \$29.24 | \$553.97 |
| 10.58 | \$29.24 | \$309.35 |
| 1.79  | \$29.24 | \$52.23  |
| 2.29  | \$29.24 | \$66.99  |
| 1.05  | \$29.24 | \$30.70  |
| 10.17 | \$29.24 | \$297.45 |
| 1.30  | \$29.24 | \$37.88  |
| 0.38  | \$29.24 | \$11.03  |
| 2.40  | \$29.24 | \$70.31  |
| 5.33  | \$29.24 | \$155.97 |
| 3.02  | \$29.24 | \$88.38  |
| 0.60  | \$29.24 | \$17.48  |
| 1.43  | \$29.24 | \$41.80  |
| 2.40  | \$29.24 | \$70.04  |
| 12.38 | \$29.24 | \$362.04 |
| 1.46  | \$29.24 | \$42.80  |
| 2.82  | \$29.24 | \$82.47  |
| 0.82  | \$29.24 | \$23.92  |
| 5.49  | \$29.24 | \$160.42 |
| 0.62  | \$29.24 | \$18.01  |
| 1.09  | \$29.24 | \$31.90  |

|       |         |          |
|-------|---------|----------|
| 2.56  | \$29.24 | \$74.96  |
| 2.75  | \$29.24 | \$80.41  |
| 1.45  | \$29.24 | \$42.40  |
| 0.41  | \$29.24 | \$11.96  |
| 0.60  | \$29.24 | \$17.48  |
| 0.23  | \$29.24 | \$6.78   |
| 1.18  | \$29.24 | \$34.56  |
| 0.96  | \$29.24 | \$28.18  |
| 1.25  | \$29.24 | \$36.68  |
| 3.02  | \$29.24 | \$88.25  |
| 5.93  | \$29.24 | \$173.45 |
| 8.08  | \$29.24 | \$236.11 |
| 7.96  | \$29.24 | \$232.86 |
| 1.05  | \$29.24 | \$30.83  |
| 6.36  | \$29.24 | \$186.07 |
| 3.30  | \$29.24 | \$96.56  |
| 0.80  | \$29.24 | \$23.39  |
| 0.65  | \$29.24 | \$18.87  |
| 6.11  | \$29.24 | \$178.76 |
| 1.30  | \$29.24 | \$37.95  |
| 3.94  | \$29.24 | \$115.17 |
| 0.41  | \$29.24 | \$11.90  |
| 5.97  | \$29.24 | \$174.58 |
| 1.30  | \$29.24 | \$37.88  |
| 5.32  | \$29.24 | \$155.64 |
| 1.10  | \$29.24 | \$32.03  |
| 0.41  | \$29.24 | \$11.90  |
| 8.88  | \$29.24 | \$259.57 |
| 4.95  | \$29.24 | \$144.74 |
| 3.66  | \$29.24 | \$107.06 |
| 1.07  | \$29.24 | \$31.37  |
| 8.38  | \$29.24 | \$245.15 |
| 2.21  | \$29.24 | \$64.59  |
| 1.28  | \$29.24 | \$37.28  |
| 1.49  | \$29.24 | \$43.59  |
| 0.98  | \$29.24 | \$28.58  |
| 3.41  | \$29.24 | \$99.68  |
| 3.13  | \$29.24 | \$91.57  |
| 7.27  | \$29.24 | \$212.52 |
| 11.67 | \$29.24 | \$341.18 |
| 4.11  | \$29.24 | \$120.08 |
| 0.65  | \$29.24 | \$19.01  |
| 1.51  | \$29.24 | \$44.19  |
| 3.97  | \$29.24 | \$116.16 |
| 3.52  | \$29.24 | \$103.00 |
| 1.00  | \$29.24 | \$29.17  |
| 0.68  | \$29.24 | \$20.00  |

|       |         |          |
|-------|---------|----------|
| 2.62  | \$29.24 | \$76.69  |
| 0.97  | \$29.24 | \$28.31  |
| 4.07  | \$29.24 | \$118.89 |
| 1.23  | \$29.24 | \$36.08  |
| 1.46  | \$29.24 | \$42.60  |
| 3.40  | \$29.24 | \$99.55  |
| 0.25  | \$29.24 | \$7.38   |
| 4.98  | \$29.24 | \$145.54 |
| 1.54  | \$29.24 | \$44.99  |
| 3.23  | \$29.24 | \$94.56  |
| 15.81 | \$29.24 | \$462.32 |
| 2.31  | \$29.24 | \$67.65  |
| 2.78  | \$29.24 | \$81.21  |
| 2.90  | \$29.24 | \$84.80  |
| 3.65  | \$29.24 | \$106.59 |
| 4.28  | \$29.24 | \$125.13 |
| 1.14  | \$29.24 | \$33.43  |
| 3.19  | \$29.24 | \$93.30  |
| 0.70  | \$29.24 | \$20.60  |
| 13.15 | \$29.24 | \$384.57 |
| 1.21  | \$29.24 | \$35.42  |
| 1.14  | \$29.24 | \$33.23  |
| 0.95  | \$29.24 | \$27.71  |
| 5.11  | \$29.24 | \$149.32 |
| 1.61  | \$29.24 | \$47.18  |
| 7.56  | \$29.24 | \$221.16 |
| 0.90  | \$29.24 | \$26.38  |
| 1.41  | \$29.24 | \$41.33  |
| 2.74  | \$29.24 | \$80.01  |
| 3.00  | \$29.24 | \$87.59  |
| 2.69  | \$29.24 | \$78.68  |
| 0.54  | \$29.24 | \$15.88  |
| 0.94  | \$29.24 | \$27.51  |
| 8.33  | \$29.24 | \$243.42 |
| 1.18  | \$29.24 | \$34.49  |
| 3.28  | \$29.24 | \$95.96  |
| 0.92  | \$29.24 | \$26.85  |
| 0.59  | \$29.24 | \$17.15  |
| 3.06  | \$29.24 | \$89.45  |
| 2.51  | \$29.24 | \$73.50  |
| 1.85  | \$29.24 | \$53.96  |
| 4.45  | \$29.24 | \$130.05 |
| 5.28  | \$29.24 | \$154.24 |
| 3.58  | \$29.24 | \$104.80 |
| 11.93 | \$29.24 | \$348.75 |
| 1.48  | \$29.24 | \$43.13  |
| 1.27  | \$29.24 | \$37.02  |

|      |         |             |
|------|---------|-------------|
| 0.37 | \$29.24 | \$10.90     |
| 0.30 | \$29.24 | \$8.71      |
|      |         | \$94,645.85 |





## CITY OF PORT ORANGE PIGGYBACK AGREEMENT

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This Piggyback Agreement is entered to this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **USA SERVICES OF FLORIDA, INC.** ("Contractor"), a Florida corporation, whose principal address is 448 Spring Hammock Court, Longwood, Florida 32750 (collectively "the Parties").

WHEREAS, on the 1st day of October, 2014, Contractor entered into Contract No. 134-0287-B (LN) with the County of Pinellas, Florida, pursuant to Invitation to Bid No. 134-0287-B (LN) for mechanical street sweeping services for residential and non-residential areas with services to include all labor, equipment, and all costs for removal of soil, vegetation and debris and includes debris removal (the "Pinellas Agreement"); and

WHEREAS, the Pinellas Agreement provides for a thirty-six (36) month term from the date of the contract award and any extensions thereof; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Pinellas Agreement for mechanical street sweeping services for residential and non-residential areas with services to include all labor, equipment, and all costs for removal of soil, vegetation and debris and includes debris removal purchased by the City of Port Orange; and

WHEREAS, a copy of the Pinellas Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Initial Term. The initial term of this Contract shall be effective commencing on the last date the Contract is signed by the Parties and shall continue until September 30, 2017.

2. Contractor Obligation. Contractor shall provide the City of Port Orange with mechanical street sweeping services for residential and non-residential areas with services to include all labor, equipment, and all costs for removal of soil, vegetation and debris and includes debris removal more specifically described in the Pinellas Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement.

3. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Purchase Order(s) issued and executed by the City and signed by the Contractor, as determined in the City's sole and absolute discretion.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" of this Agreement in an amount subject to a limit up to but not to exceed Two Hundred Twenty-Seven Thousand Five Hundred Twenty-Seven and 00/100 Dollars (\$227,527.00) annually. 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.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, 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 21 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Debarment.

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.

(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.

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

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<br><u>Limits:</u> | Coverage A - Statutory<br>Coverage B - \$100,000  | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |
| <u>Additional Coverage:</u>             | All States (Broad Form)<br>Voluntary Compensation |                                                                                                                                                                                            |

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

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. 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.

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

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

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

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

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

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

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

21. 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.

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 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.**

24. Additional Provisions

(a) As may have been outlined in Exhibit "1" 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.

(b) For the purposes of this Contract, any reference in the Pinellas Agreement to "Pinellas" or the "County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Pinellas Agreement and this Contract, this Contract with the City of Port Orange shall control.

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 agreement, notices shall be sent as follows:

|             |                                                                                                                                                                                                                                           |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                 |
| Copy to:    | City of Port Orange<br>Attention: Branford N. Adumuah, Director of Public Works<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5575                                                                                |
| Contractor: | USA Services of Florida, Inc.<br>Attention: Eric A. Seidelman, President<br>448 Spring Hammock Court<br>Longwood, Florida 32750<br>(407) 339-1800 – Telephone<br><a href="mailto:michael@usaservicesfl.com">michael@usaservicesfl.com</a> |

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 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.

28. 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]***

Witnesses:

USA SERVICES OF FLORIDA, INC.

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Eric A. Seidelman, President

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Eric A. Seidelman, as President of USA Services of Florida, Inc., a Florida corporation, and who:

*[Notary: Please select one]*

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

Witnesses:

CITY OF PORT ORANGE

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Allen Green, 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 \_\_\_\_\_, 2015, 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:*

[CA 5080]



# Mechanical Street Sweeping Services Specifications

| A. Item Description                                                                                                                                             |                             | B. Single Cycle<br>Curb Miles | C. 12-Month Cycle<br>Frequency | D. 12-Month Curb<br>Miles | E. Unit Price per Curb<br>Mile | (F = D x E)<br>Total Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|--------------------------------|---------------------------|--------------------------------|----------------------------|
| 1                                                                                                                                                               | Residential Roadways        | 269.74                        | 6                              | 3,236.88                  | 29.24                          | 94,646.37                  |
| <div> <div>February - May</div> <div>June - September</div> <div>October - January</div> <div>4 - Cycles</div> <div>1 - cycle</div> <div>1 - cycle</div> </div> |                             |                               |                                |                           |                                |                            |
| 2                                                                                                                                                               | Arterial Roadway            | 12.46                         | 52                             | 2591.18                   | 29.24                          | 75,765.98                  |
| 3                                                                                                                                                               | Collector Roadways - 2 Curb | 10.30                         | 26                             | 535.80                    | 29.24                          | 15,666.70                  |
| 4                                                                                                                                                               | Collector Roadways - 4 Curb | 3.03                          | 26                             | 315.39                    | 29.24                          | 9,221.94                   |
|                                                                                                                                                                 | Total                       |                               |                                |                           |                                | 24,888.64                  |
| 5                                                                                                                                                               | City Facilities             | 13.2                          | 26                             | 343.2                     | 29.24                          | 10,035.17                  |
| 6                                                                                                                                                               | Non-recurring unit price    |                               |                                |                           | 125.00                         |                            |
| 7                                                                                                                                                               | Unspecified Services        |                               |                                |                           |                                | 22,190.84                  |
|                                                                                                                                                                 | Total                       |                               |                                |                           |                                | 227,527.00                 |

EXHIBIT "1"

# Sweep Master

Effective

| Section                                                | Curbs | Lin. Ft          | Miles        | Frequency Sweeps | Curb Miles     | Cost per Curb Mile | Annual Cost      |
|--------------------------------------------------------|-------|------------------|--------------|------------------|----------------|--------------------|------------------|
| <b>Arterials, 1 sweep every week</b>                   |       |                  |              |                  |                |                    |                  |
| 1 Dunlawton, 4 lanes (4 curbs) Halifax to I 95         | 4     | 20,820           | 3.94         | 52.00            | 820.18         | 29.24              | 23,982.12        |
| 2 Ridgewood, 4 lanes (4 curbs) North C limits to South | 4     | 18,045           | 3.42         | 52.00            | 710.86         | 29.24              | 20,785.65        |
| 3 Nova Rd, 4 lanes(US to north limits)                 | 4     | 22,645           | 4.29         | 52.00            | 892.08         | 29.24              | 26,084.30        |
| 5 Dunlawton from Low bridge to Peninsula added 9/19/06 | 4     | 4,266            | 0.81         | 52.00            | 168.05         | 29.24              | 4,913.91         |
| <b>Total Arterials</b>                                 |       | <b>65,776.00</b> | <b>12.46</b> | <b>208.00</b>    | <b>2591.18</b> |                    | <b>75,765.98</b> |

|                                                         |   |                  |              |               |               |       |                  |
|---------------------------------------------------------|---|------------------|--------------|---------------|---------------|-------|------------------|
| <b>Collectors, 1 sweep every 2 weeks</b>                |   |                  |              |               |               |       |                  |
| 1 S Williamson (From Taylor Rd to Summertrees)          | 4 | 16,012           | 3.03         | 26.00         | 315.39        | 29.24 | 9,221.94         |
| 2 Airport Road(curbs Anita St to Martin Dairy) 1.635 LF | 2 | 1,635            | 0.31         | 26.00         | 16.10         | 29.24 | 470.83           |
| 3 City Center Blvd                                      | 2 | 1,073            | 0.20         | 52.00         | 21.13         | 29.24 | 617.98           |
| 4 City Center Circle                                    | 2 | 2,563            | 0.49         | 52.00         | 50.48         | 29.24 | 1,476.13         |
| 5 City Center Dr                                        | 2 | 1,520            | 0.29         | 52.00         | 29.94         | 29.24 | 875.43           |
| 6 Clyde Morris Blvd Taylor to north City Limits         | 2 | 19,734           | 3.74         | 26.00         | 194.35        | 29.24 | 5,682.79         |
| 7 Herbert St.(Curbs RR tracks to us) 1.639 LF           | 2 | 1,639            | 0.31         | 26.00         | 16.14         | 29.24 | 471.98           |
| 8 Jackson St.(Curbs Dunl. to Sp Ck) 3,175 LF            | 2 | 3,175            | 0.60         | 26.00         | 31.27         | 29.24 | 914.30           |
| 9 Oak Street(curbs dun. to Sp Ck) 1,490 LF              | 2 | 1,490            | 0.28         | 26.00         | 14.67         | 29.24 | 429.07           |
| 10 Spruce Creek Rd(curbs Nova to Taylor) 3,755 LF       | 2 | 3,755            | 0.71         | 26.00         | 36.98         | 29.24 | 1,081.33         |
| 11 Victoria Gardens Blvd                                | 2 | 2,570            | 0.49         | 26.00         | 25.31         | 29.24 | 740.08           |
| 12 Taylor Rd                                            | 2 | 15,250           | 2.89         | 26.00         | 150.19        | 29.24 | 4,391.54         |
| <b>Total Collectors</b>                                 |   | <b>54,404.00</b> | <b>10.30</b> | <b>364.00</b> | <b>586.58</b> |       | <b>26,373.42</b> |

|                                               |   |                   |                  |               |              |       |                  |
|-----------------------------------------------|---|-------------------|------------------|---------------|--------------|-------|------------------|
| <b>City Facilities, 1 sweep every 2 weeks</b> |   |                   |                  |               |              |       |                  |
| 1 Allen Green Commu nity Center               | 1 | 65,775            | 6577.50          | 26.00         | 1.25         | 29.24 | 947.06           |
| 2 Causeway Park                               | 1 | 142,260           | 14226.00         | 26.00         | 2.69         | 29.24 | 2,048.33         |
| 3 City hall/ Library                          | 1 | 120,210           | 12021.00         | 26.00         | 2.28         | 29.24 | 1,730.84         |
| 4 Cypress Head Parking Lot                    | 1 | 64,584            | 6458.40          | 26.00         | 1.22         | 29.24 | 929.91           |
| 5 Gym                                         | 1 | 22,625            | 2262.50          | 26.00         | 0.43         | 29.24 | 325.77           |
| 6 Public Works/ Warehouse                     | 1 | 177,425           | 17742.50         | 26.00         | 3.36         | 29.24 | 2,554.65         |
| 7 Riverside Pavilion Park, Chamber            | 1 | 29,100            | 2910.00          | 26.00         | 0.55         | 29.24 | 419.00           |
| 8 YMCA                                        | 1 | 75,016            | 7501.60          | 26.00         | 1.42         | 29.24 | 1,080.12         |
| <b>Total City Facilities</b>                  |   | <b>696,995.00</b> | <b>69,699.50</b> | <b>208.00</b> | <b>13.20</b> |       | <b>10,035.67</b> |

**Total Cost** 817,175.00 69,722.26 780.00 3,190.95 112,175.07

# EXHIBIT "1"

| STREET_NAM | STREET_TYP | PUBLIC_PRIVATE | Lin. Feet | Curbs | Miles | Miles X 2<br>X 4.33 Sweeps | Cost per/<br>curb mile |             |
|------------|------------|----------------|-----------|-------|-------|----------------------------|------------------------|-------------|
| 1ST        | ST         | PUB            | 445       | 2     | 0.08  | 1.01                       | \$29.24                | \$29.57     |
| 1ST        | AV         | PRV            | 587       | 2     | 0.11  | 1.33                       | \$29.24                | \$39.01     |
| 2ND        | ST         | PUB            | 1260      | 2     | 0.23  | 2.76                       | \$29.24                | \$80.70     |
| 2ND        | AV         | PRV            | 601       | 2     | 0.11  | 1.37                       | \$29.24                | \$39.94     |
| 3RD        | ST         | PUB            | 2075      | 2     | 0.39  | 4.72                       | \$29.24                | \$137.89    |
| 3RD        | AV         | PRV            | 583       | 2     | 0.11  | 1.33                       | \$29.24                | \$38.74     |
| 4TH        | ST         | PUB            | 1968      | 2     | 0.37  | 4.47                       | \$29.24                | \$130.78    |
| 4TH        | AV         | PRV            | 575       | 2     | 0.11  | 1.31                       | \$29.24                | \$38.21     |
| 5TH        | ST         | PUB            | 2645      | 2     | 0.50  | 6.01                       | \$29.24                | \$175.77    |
| 6TH        | ST         | PUB            | 1125      | 2     | 0.21  | 2.56                       | \$29.24                | \$74.76     |
| A          | ST         | PUB            | 214       | 2     | 0.04  | 0.49                       | \$29.24                | \$14.22     |
| ABBY       | LN         | PUB            | 603       | 2     | 0.11  | 1.37                       | \$29.24                | \$40.07     |
| ACACIA     | DR         | PUB            | 1067      | 2     | 0.20  | 2.43                       | \$29.24                | \$70.91     |
| ACACIA     | CIR        | PUB            | 255       | 2     | 0.05  | 0.58                       | \$29.24                | \$16.95     |
| ACORN      | LN         | PUB            | 1215      | 2     | 0.23  | 2.76                       | \$29.24                | \$80.74     |
| ADRIANNE   | CT         | PUB            | 711       | 2     | 0.13  | 1.62                       | \$29.24                | \$47.25     |
| AFSHIN     | CT         | PUB            | 439       | 2     | 0.08  | 1.00                       | \$29.24                | \$29.17     |
| AIRSTREAM  | ST         | PRV            | 466       | 2     | 0.09  | 1.06                       | \$29.24                | \$30.97     |
| ALCORN     | RD         | PUB            | 802       | 2     | 0.15  | 1.82                       | \$29.24                | \$53.30     |
| ALDER      | DR         | PUB            | 2252      | 2     | 0.43  | 5.12                       | \$29.24                | \$149.66    |
| ALEXANDER  | AV         | PUB            | 1668      | 2     | 0.32  | 3.79                       | \$29.24                | \$110.85    |
| ALI        | CT         | PUB            | 135       | 2     | 0.03  | 0.31                       | \$29.24                | \$8.97      |
| ALOHA      | TER        | PUB            | 981       | 2     | 0.19  | 2.23                       | \$29.24                | \$65.19     |
| ALSTRUM    | DR         | PUB            | 1110      | 2     | 0.21  | 2.52                       | \$29.24                | \$73.76     |
| AMBER      | CIR        | PUB            | 359       | 2     | 0.07  | 0.82                       | \$29.24                | \$23.86     |
| AMICI      | CT         | PUB            | 792       | 2     | 0.15  | 1.80                       | \$29.24                | \$52.63     |
| AMY LEE    | CIR        | PUB            | 130       | 2     | 0.02  | 0.30                       | \$29.24                | \$8.64      |
| ANA MARIA  | CIR        | PUB            | 1202      | 2     | 0.23  | 2.73                       | \$29.24                | \$79.88     |
| ANDKEN     | LN         | PUB            | 392       | 2     | 0.07  | 0.89                       | \$29.24                | \$26.05     |
| ANDREWS    | ST         | PRV            | 498       | 2     | 0.09  | 1.13                       | \$29.24                | \$33.09     |
| ANGELINA   | CT         | PUB            | 1124      | 2     | 0.21  | 2.55                       | \$29.24                | \$74.69     |
| ANHINGA    | DR         | PRV            | 528       | 2     | 0.10  | 1.20                       | \$29.24                | \$35.09     |
|            |            |                |           |       |       |                            |                        | \$94,645.85 |

Roadways that are not currently under contract.  
Based under the assumption, 2 curbs per/roadway.  
Roadway/misc. streets, 1 sweep every 12

# EXHIBIT "1"

|                 |      |     |      |   |      |       |         |          |
|-----------------|------|-----|------|---|------|-------|---------|----------|
| ANITA           | ST   | PRV | 1145 | 2 | 0.22 | 2.60  | \$29.24 | \$76.09  |
| ANTHONY         | DR   | PRV | 746  | 2 | 0.14 | 1.70  | \$29.24 | \$49.58  |
| ANTIGUA         | DR   | PUB | 843  | 2 | 0.16 | 1.92  | \$29.24 | \$56.02  |
| APACHE          | BLVD | PRV | 1065 | 2 | 0.20 | 2.42  | \$29.24 | \$70.77  |
| APPLE           | CT   | PUB | 195  | 2 | 0.04 | 0.44  | \$29.24 | \$12.96  |
| APPLEVIEW       | WAY  | PUB | 540  | 2 | 0.10 | 1.23  | \$29.24 | \$35.89  |
| ARASH           | CIR  | PUB | 5286 | 2 | 1.00 | 12.01 | \$29.24 | \$351.28 |
| ARECA PALM      | DR   | PRV | 5203 | 2 | 0.99 | 11.83 | \$29.24 | \$345.76 |
| ARMIN           | CT   | PUB | 515  | 2 | 0.10 | 1.17  | \$29.24 | \$34.22  |
| ARUNA           | DR   | PUB | 807  | 2 | 0.15 | 1.83  | \$29.24 | \$53.63  |
| ASHLAND         | CT   | PRV | 178  | 2 | 0.03 | 0.40  | \$29.24 | \$11.83  |
| ASHLEY          | CIR  | PUB | 157  | 2 | 0.03 | 0.36  | \$29.24 | \$10.43  |
| ASHMEADE        | CT   | PRV | 445  | 2 | 0.08 | 1.01  | \$29.24 | \$29.57  |
| ASHTON LAKES    | BLVD | PUB | 545  | 2 | 0.10 | 1.24  | \$29.24 | \$36.22  |
| ASTON           | LN   | PUB | 870  | 2 | 0.16 | 1.98  | \$29.24 | \$57.82  |
| AUTUMN          | TR   | PRV | 4138 | 2 | 0.78 | 9.40  | \$29.24 | \$274.99 |
| AVON            | ST   | PUB | 793  | 2 | 0.15 | 1.80  | \$29.24 | \$52.70  |
| AVON            | CT   | PUB | 512  | 2 | 0.10 | 1.16  | \$29.24 | \$34.02  |
| AZALEA          | CIR  | PRV | 1832 | 2 | 0.35 | 4.16  | \$29.24 | \$121.74 |
| AZALEA POINTE   | DR   | PUB | 1308 | 2 | 0.25 | 2.97  | \$29.24 | \$86.92  |
| B               | ST   | PUB | 220  | 2 | 0.04 | 0.50  | \$29.24 | \$14.62  |
| BAKERS END      | TR   | PRV | 275  | 2 | 0.05 | 0.63  | \$29.24 | \$18.28  |
| BALD EAGLE      | DR   | PRV | 2295 | 2 | 0.43 | 5.22  | \$29.24 | \$152.51 |
| BANBURY         | DR   | PUB | 1940 | 2 | 0.37 | 4.41  | \$29.24 | \$128.92 |
| BANYAN          | LN   | PRV | 1138 | 2 | 0.22 | 2.59  | \$29.24 | \$75.63  |
| BAREFOOT        | TR   | PUB | 980  | 2 | 0.19 | 2.23  | \$29.24 | \$65.13  |
| BARHYDT         | AV   | PUB | 2078 | 2 | 0.39 | 4.72  | \$29.24 | \$138.09 |
| BARLOW          | CIR  | PUB | 544  | 2 | 0.10 | 1.24  | \$29.24 | \$36.15  |
| BARNACLE        | DR   | PUB | 2127 | 2 | 0.40 | 4.83  | \$29.24 | \$141.35 |
| BARROWS DAIRY   | RD   | PUB | 2074 | 2 | 0.39 | 4.71  | \$29.24 | \$137.83 |
| BAY GROVE       | DR   | PUB | 547  | 2 | 0.10 | 1.24  | \$29.24 | \$36.35  |
| BAY IN THE WOOD | ST   | PUB | 2393 | 2 | 0.45 | 5.44  | \$29.24 | \$159.03 |
| BAY TREE        | CT   | PRV | 129  | 2 | 0.02 | 0.29  | \$29.24 | \$8.57   |
| BAYRIDGE        | LN   | PUB | 1911 | 2 | 0.36 | 4.34  | \$29.24 | \$126.99 |

# EXHIBIT "1"

|                |      |     |      |   |      |       |         |          |
|----------------|------|-----|------|---|------|-------|---------|----------|
| BAYSHORE       | DR   | PUB | 6640 | 2 | 1.26 | 15.09 | \$29.24 | \$441.26 |
| BAYVIEW        | LN   | PUB | 1210 | 2 | 0.23 | 2.75  | \$29.24 | \$80.41  |
| BAYWOOD        | CIR  | PUB | 842  | 2 | 0.16 | 1.91  | \$29.24 | \$55.95  |
| BAYWOOD        | AV   | PUB | 809  | 2 | 0.15 | 1.84  | \$29.24 | \$53.76  |
| BEACON HILL    | RD   | PRV | 605  | 2 | 0.11 | 1.38  | \$29.24 | \$40.21  |
| BEARS          | TR   | PRV | 306  | 2 | 0.06 | 0.70  | \$29.24 | \$20.34  |
| BECCARRO       | BLVD | PUB | 211  | 2 | 0.04 | 0.48  | \$29.24 | \$14.02  |
| BECKY          | DR   | PRV | 381  | 2 | 0.07 | 0.87  | \$29.24 | \$25.32  |
| BELLEFLOWER    | DR   | PRV | 1179 | 2 | 0.22 | 2.68  | \$29.24 | \$78.35  |
| BENT OAK       | DR   | PUB | 1041 | 2 | 0.20 | 2.37  | \$29.24 | \$69.18  |
| BENTWOOD       | LN   | PUB | 1457 | 2 | 0.28 | 3.31  | \$29.24 | \$96.82  |
| BERKLEY        | CIR  | PRV | 192  | 2 | 0.04 | 0.44  | \$29.24 | \$12.76  |
| BERN           | ST   | PRV | 932  | 2 | 0.18 | 2.12  | \$29.24 | \$61.94  |
| BETH           | CT   | PUB | 384  | 2 | 0.07 | 0.87  | \$29.24 | \$25.52  |
| BEVERLY        | ST   | PRV | 482  | 2 | 0.09 | 1.10  | \$29.24 | \$32.03  |
| BIG CRANE      | LOOP | PRV | 6096 | 2 | 1.15 | 13.85 | \$29.24 | \$405.11 |
| BILOXI         | CT   | PUB | 136  | 2 | 0.03 | 0.31  | \$29.24 | \$9.04   |
| BIRCH MOUNTAIN | RD   | PUB | 1212 | 2 | 0.23 | 2.75  | \$29.24 | \$80.54  |
| BIRO           | DR   | PRV | 685  | 2 | 0.13 | 1.56  | \$29.24 | \$45.52  |
| BLACK DUCK     | DR   | PUB | 1503 | 2 | 0.28 | 3.42  | \$29.24 | \$99.88  |
| BLACK JACK     | CIR  | PUB | 878  | 2 | 0.17 | 2.00  | \$29.24 | \$58.35  |
| BLUE SKY       | DR   | PRV | 1782 | 2 | 0.34 | 4.05  | \$29.24 | \$118.42 |
| BLUEBERRY      | DR   | PUB | 412  | 2 | 0.08 | 0.94  | \$29.24 | \$27.38  |
| BLUSTERY       | DR   | PRV | 419  | 2 | 0.08 | 0.95  | \$29.24 | \$27.84  |
| BOARS HEAD     | DR   | PUB | 1188 | 2 | 0.23 | 2.70  | \$29.24 | \$78.95  |
| BOBCAT         | TR   | PRV | 287  | 2 | 0.05 | 0.65  | \$29.24 | \$19.07  |
| BOGGS FORD     | RD   | PUB | 5890 | 2 | 1.12 | 13.39 | \$29.24 | \$391.42 |
| BORDEAUX       | CT   | PRV | 108  | 2 | 0.02 | 0.25  | \$29.24 | \$7.18   |
| BOURBON        | ST   | PUB | 1896 | 2 | 0.36 | 4.31  | \$29.24 | \$126.00 |
| BOYTE          | ST   | PUB | 744  | 2 | 0.14 | 1.69  | \$29.24 | \$49.44  |
| BRAHMA         | LN   | PUB | 365  | 2 | 0.07 | 0.83  | \$29.24 | \$24.26  |
| BRAMBLE BUSH   | CIR  | PUB | 2792 | 2 | 0.53 | 6.35  | \$29.24 | \$185.54 |
| BRANCH         | DR   | PUB | 292  | 2 | 0.06 | 0.66  | \$29.24 | \$19.40  |
| BRANCH         | DR   | PUB | 1491 | 2 | 0.28 | 3.39  | \$29.24 | \$99.08  |

# EXHIBIT "1"

|              |      |     |      |   |      |       |         |          |
|--------------|------|-----|------|---|------|-------|---------|----------|
| BRANDON      | LN   | PUB | 515  | 2 | 0.10 | 1.17  | \$29.24 | \$34.22  |
| BRANDON      | LN   | PUB | 272  | 2 | 0.05 | 0.62  | \$29.24 | \$18.08  |
| BRANDY HILLS | DR   | PUB | 6441 | 2 | 1.22 | 14.64 | \$29.24 | \$428.03 |
| BREAKS       | WAY  | PUB | 1062 | 2 | 0.20 | 2.41  | \$29.24 | \$70.57  |
| BRECKENRIDGE | DR   | PUB | 3225 | 2 | 0.61 | 7.33  | \$29.24 | \$214.32 |
| BREZEMONT    | CT   | PRV | 158  | 2 | 0.03 | 0.36  | \$29.24 | \$10.50  |
| BRENTWOOD    | CT   | PRV | 161  | 2 | 0.03 | 0.37  | \$29.24 | \$10.70  |
| BRETTS       | ST   | PUB | 652  | 2 | 0.12 | 1.48  | \$29.24 | \$43.33  |
| BRIARWOOD    | AV   | PRV | 555  | 2 | 0.11 | 1.26  | \$29.24 | \$36.88  |
| BRIDGEWATER  | DR   | PRV | 1036 | 2 | 0.20 | 2.35  | \$29.24 | \$68.85  |
| BRIGHTON     | DR   | PUB | 2726 | 2 | 0.52 | 6.20  | \$29.24 | \$181.16 |
| BRIMFIELD    | CT   | PUB | 992  | 2 | 0.19 | 2.25  | \$29.24 | \$65.92  |
| BRISKEY      | CT   | PUB | 204  | 2 | 0.04 | 0.46  | \$29.24 | \$13.56  |
| BRISTLE CONE | WAY  | PUB | 168  | 2 | 0.03 | 0.38  | \$29.24 | \$11.16  |
| BRITTANY     | AV   | PUB | 1976 | 2 | 0.37 | 4.49  | \$29.24 | \$131.31 |
| BROKEN BOW   | LN   | PUB | 1991 | 2 | 0.38 | 4.53  | \$29.24 | \$132.31 |
| BROM BONES   | CT   | PUB | 301  | 2 | 0.06 | 0.68  | \$29.24 | \$20.00  |
| BROOKMEADOW  | DR   | PUB | 662  | 2 | 0.13 | 1.50  | \$29.24 | \$43.99  |
| BROOKS       | LN   | PRV | 857  | 2 | 0.16 | 1.95  | \$29.24 | \$56.95  |
| BRUNER       | RD   | PUB | 1584 | 2 | 0.30 | 3.60  | \$29.24 | \$105.26 |
| BURGOYNE     | RD   | PUB | 670  | 2 | 0.13 | 1.52  | \$29.24 | \$44.52  |
| BURGUNDY     | TER  | PUB | 444  | 2 | 0.08 | 1.01  | \$29.24 | \$29.51  |
| BURKILN      | PL   | PUB | 236  | 2 | 0.04 | 0.54  | \$29.24 | \$15.68  |
| BUTTERFLY    | BLVD | PUB | 1778 | 2 | 0.34 | 4.04  | \$29.24 | \$118.16 |
| BUTTERMILK   | LN   | PRV | 1378 | 2 | 0.26 | 3.13  | \$29.24 | \$91.57  |
| BUTTON BUSH  | CT   | PUB | 148  | 2 | 0.03 | 0.34  | \$29.24 | \$9.84   |
| CACTUS       | ST   | PUB | 546  | 2 | 0.10 | 1.24  | \$29.24 | \$36.28  |
| CAKEBREAD    | CT   | PUB | 195  | 2 | 0.04 | 0.44  | \$29.24 | \$12.96  |
| CALISTOGA    | CIR  | PUB | 2700 | 2 | 0.51 | 6.14  | \$29.24 | \$179.43 |
| CALLIOPE     | AV   | PUB | 1440 | 2 | 0.27 | 3.27  | \$29.24 | \$95.69  |
| CAMBRIDGE    | DR   | PUB | 2129 | 2 | 0.40 | 4.84  | \$29.24 | \$141.48 |
| CAMBRIDGE    | BLVD | PUB | 399  | 2 | 0.08 | 0.91  | \$29.24 | \$26.52  |
| CAMELOT      | CT   | PUB | 356  | 2 | 0.07 | 0.81  | \$29.24 | \$23.66  |
| CANALVIEW    | BLVD | PUB | 4068 | 2 | 0.77 | 9.25  | \$29.24 | \$270.34 |

# EXHIBIT "1"

|                   |      |     |      |   |      |       |         |          |
|-------------------|------|-----|------|---|------|-------|---------|----------|
| CANNA             | CT   | PRV | 1721 | 2 | 0.33 | 3.91  | \$29.24 | \$114.37 |
| CANTERBURY        | LN   | PRV | 189  | 2 | 0.04 | 0.43  | \$29.24 | \$12.56  |
| CAP DIVILLE       | AV   | PUB | 954  | 2 | 0.18 | 2.17  | \$29.24 | \$63.40  |
| CARAMEL           | AV   | PRV | 1820 | 2 | 0.34 | 4.14  | \$29.24 | \$120.95 |
| CARUSLE           | DR   | PRV | 509  | 2 | 0.10 | 1.16  | \$29.24 | \$33.83  |
| CARLTON           | PL   | PUB | 668  | 2 | 0.13 | 1.52  | \$29.24 | \$44.39  |
| CARMODY LAKE      | DR   | PUB | 2616 | 2 | 0.50 | 5.95  | \$29.24 | \$173.85 |
| CARMODY LAKE      | CT   | PUB | 371  | 2 | 0.07 | 0.84  | \$29.24 | \$24.65  |
| CARYA             | CIR  | PUB | 117  | 2 | 0.02 | 0.27  | \$29.24 | \$7.78   |
| CASEY             | LN   | PUB | 2214 | 2 | 0.42 | 5.03  | \$29.24 | \$147.13 |
| CASPER            | AV   | PUB | 839  | 2 | 0.16 | 1.91  | \$29.24 | \$55.76  |
| CEDAR             | LN   | PRV | 626  | 2 | 0.12 | 1.42  | \$29.24 | \$41.60  |
| CEDAR             | ST   | PUB | 2908 | 2 | 0.55 | 6.61  | \$29.24 | \$193.25 |
| CEDAR IN THE WOOD |      | PUB | 2520 | 2 | 0.48 | 5.73  | \$29.24 | \$167.47 |
| CENTRAL PARK      | BLVD | PUB | 8547 | 2 | 1.62 | 19.43 | \$29.24 | \$567.99 |
| CHABLIS           | ST   | PUB | 303  | 2 | 0.06 | 0.69  | \$29.24 | \$20.14  |
| CHADSWORTH        | LN   | PUB | 207  | 2 | 0.04 | 0.47  | \$29.24 | \$13.76  |
| CHALMETTE         | CT   | PUB | 856  | 2 | 0.16 | 1.95  | \$29.24 | \$56.89  |
| CHAMALE           | LN   | PUB | 1519 | 2 | 0.29 | 3.45  | \$29.24 | \$100.94 |
| CHAMBERLIN        | BLVD | PUB | 1645 | 2 | 0.31 | 3.74  | \$29.24 | \$109.32 |
| CHAMPAGNE         | CIR  | PUB | 2309 | 2 | 0.44 | 5.25  | \$29.24 | \$153.44 |
| CHANTEL           | CT   | PUB | 229  | 2 | 0.04 | 0.52  | \$29.24 | \$15.22  |
| CHARDONNAY        | DR   | PUB | 2523 | 2 | 0.48 | 5.73  | \$29.24 | \$167.66 |
| CHARLES           | ST   | PUB | 4044 | 2 | 0.77 | 9.19  | \$29.24 | \$268.74 |
| CHARMAGNE         | LN   | PUB | 670  | 2 | 0.13 | 1.52  | \$29.24 | \$44.52  |
| CHELSEA           | WAY  | PUB | 1297 | 2 | 0.25 | 2.95  | \$29.24 | \$86.19  |
| CHERRY GROVE      | CT   | PUB | 571  | 2 | 0.11 | 1.30  | \$29.24 | \$37.95  |
| CHERYL            | AV   | PUB | 251  | 2 | 0.05 | 0.57  | \$29.24 | \$16.68  |
| CHICKADEE         | DR   | PUB | 6454 | 2 | 1.22 | 14.67 | \$29.24 | \$428.90 |
| CHIPMUNK          | TR   | PRV | 523  | 2 | 0.10 | 1.19  | \$29.24 | \$34.76  |
| CHORPASH          | LN   | PUB | 1076 | 2 | 0.20 | 2.45  | \$29.24 | \$71.51  |
| CHRIS             | DR   | PRV | 621  | 2 | 0.12 | 1.41  | \$29.24 | \$41.27  |
| CHRISTIANCY       | AV   | PUB | 4637 | 2 | 0.88 | 10.54 | \$29.24 | \$308.15 |
| CHRISTY           | DR   | PUB | 1002 | 2 | 0.19 | 2.28  | \$29.24 | \$66.59  |

# EXHIBIT "1"

|                    |      |     |      |   |      |       |         |          |
|--------------------|------|-----|------|---|------|-------|---------|----------|
| CHURCH             | ST   | PUB | 1506 | 2 | 0.29 | 3.42  | \$29.24 | \$100.08 |
| CINDY              | CIR  | PUB | 754  | 2 | 0.14 | 1.71  | \$29.24 | \$50.11  |
| CIRCLE             | DR   | PRV | 1288 | 2 | 0.24 | 2.93  | \$29.24 | \$85.59  |
| CIRCLING WOOD      | CT   | PUB | 632  | 2 | 0.12 | 1.44  | \$29.24 | \$42.00  |
| CLARA              | ST   | PUB | 679  | 2 | 0.13 | 1.54  | \$29.24 | \$45.12  |
| CLARK              | PL   | PUB | 609  | 2 | 0.12 | 1.38  | \$29.24 | \$40.47  |
| CLAYS MILL         | DR   | PUB | 710  | 2 | 0.13 | 1.61  | \$29.24 | \$47.18  |
| CLEAR LAKE         | DR   | PRV | 1363 | 2 | 0.26 | 3.10  | \$29.24 | \$90.58  |
| CLOCK TOWER        | DR   | PUB | 1361 | 2 | 0.26 | 3.09  | \$29.24 | \$90.44  |
| CLOVER             | LN   | PUB | 464  | 2 | 0.09 | 1.05  | \$29.24 | \$30.83  |
| CLOVER BEND        | DR   | PRV | 312  | 2 | 0.06 | 0.71  | \$29.24 | \$20.73  |
| COBBLESTONE        | LN   | PRV | 386  | 2 | 0.07 | 0.88  | \$29.24 | \$25.65  |
| COCONUT            | CT   | PRV | 445  | 2 | 0.08 | 1.01  | \$29.24 | \$29.57  |
| COCONUT PALM       | CIR  | PRV | 2936 | 2 | 0.56 | 6.67  | \$29.24 | \$195.11 |
| COCONUT ROW        | CT   | PUB | 273  | 2 | 0.05 | 0.62  | \$29.24 | \$18.14  |
| CODY               | CT   | PUB | 204  | 2 | 0.04 | 0.46  | \$29.24 | \$13.56  |
| COLE               | DR   | PUB | 959  | 2 | 0.18 | 2.18  | \$29.24 | \$63.73  |
| COLONY IN THE WOOD |      | PUB | 1678 | 2 | 0.32 | 3.81  | \$29.24 | \$111.51 |
| COMMONWEALTH       | BLVD | PUB | 5330 | 2 | 1.01 | 12.11 | \$29.24 | \$354.20 |
| CONRAD             | ST   | PUB | 2092 | 2 | 0.40 | 4.75  | \$29.24 | \$139.02 |
| CONTI              | AV   | PUB | 519  | 2 | 0.10 | 1.18  | \$29.24 | \$34.49  |
| COQUINA            | CIR  | PUB | 279  | 2 | 0.05 | 0.63  | \$29.24 | \$18.54  |
| COQUINA SHORES     | LN   | PUB | 1737 | 2 | 0.33 | 3.95  | \$29.24 | \$115.43 |
| CORACI             | BLVD | PUB | 3283 | 2 | 0.62 | 7.46  | \$29.24 | \$218.17 |
| CORAL              | WAY  | PUB | 889  | 2 | 0.17 | 2.02  | \$29.24 | \$59.08  |
| CORDGRASS          | WAY  | PUB | 224  | 2 | 0.04 | 0.51  | \$29.24 | \$14.89  |
| CORDGRASS BEND     | LN   | PUB | 3414 | 2 | 0.65 | 7.76  | \$29.24 | \$226.88 |
| COUNTRY            | LN   | PUB | 5565 | 2 | 1.05 | 12.65 | \$29.24 | \$369.82 |
| COUNTRY MANOR      | DR   | PUB | 1627 | 2 | 0.31 | 3.70  | \$29.24 | \$108.12 |
| COUNTRY WALK       | DR   | PUB | 3113 | 2 | 0.59 | 7.08  | \$29.24 | \$206.87 |
| COUNTRYSIDE        | DR   | PUB | 280  | 2 | 0.05 | 0.64  | \$29.24 | \$18.61  |
| COUNTRYSIDE WEST   | BLVD | PRV | 2354 | 2 | 0.45 | 5.35  | \$29.24 | \$156.43 |
| COVE               | LN   | PRV | 717  | 2 | 0.14 | 1.63  | \$29.24 | \$47.65  |
| COVE POINT         | RD   | PUB | 2314 | 2 | 0.44 | 5.26  | \$29.24 | \$153.78 |



# EXHIBIT "1"

|                     |      |     |       |   |      |       |         |          |
|---------------------|------|-----|-------|---|------|-------|---------|----------|
| COVENDALE           | LN   | PRV | 671   | 2 | 0.13 | 1.53  | \$29.24 | \$44.59  |
| CRAIG               | CT   | PUB | 2060  | 2 | 0.39 | 4.68  | \$29.24 | \$136.90 |
| CRAIG FARMS         | RD   | PUB | 134   | 2 | 0.03 | 0.30  | \$29.24 | \$8.90   |
| CRANBERRY           | DR   | PUB | 771   | 2 | 0.15 | 1.75  | \$29.24 | \$51.24  |
| CRANE               | CT   | PUB | 172   | 2 | 0.03 | 0.39  | \$29.24 | \$11.43  |
| CRANE FEATHER       | DR   | PRV | 1971  | 2 | 0.37 | 4.48  | \$29.24 | \$130.98 |
| CRANE LAKES         | BLVD | PRV | 7638  | 2 | 1.45 | 17.36 | \$29.24 | \$507.58 |
| CRANE POINT         | DR   | PRV | 1313  | 2 | 0.25 | 2.98  | \$29.24 | \$87.25  |
| CRANE POINT         | DR   | PRV | 323   | 2 | 0.06 | 0.73  | \$29.24 | \$21.46  |
| CRANE POINT         | DR   | PRV | 1865  | 2 | 0.35 | 4.24  | \$29.24 | \$123.94 |
| CRANE ROOST         |      | PRV | 338   | 2 | 0.06 | 0.77  | \$29.24 | \$22.46  |
| CREEKSIDE           | DR   | PUB | 595   | 2 | 0.11 | 1.35  | \$29.24 | \$39.54  |
| CREEKWATER          | BLVD | PUB | 7288  | 2 | 1.38 | 16.56 | \$29.24 | \$484.32 |
| CREPE MYRTLE        | LN   | PRV | 1204  | 2 | 0.23 | 2.74  | \$29.24 | \$80.01  |
| CRESCENT VIEW       | DR   | PUB | 225   | 2 | 0.04 | 0.51  | \$29.24 | \$14.95  |
| CRICKET             | CT   | PUB | 318   | 2 | 0.06 | 0.72  | \$29.24 | \$21.13  |
| CROOKED PINE        | RD   | PUB | 4816  | 2 | 0.91 | 10.95 | \$29.24 | \$320.05 |
| CROSS               | ST   | PRV | 767   | 2 | 0.15 | 1.74  | \$29.24 | \$50.97  |
| CROSSBOW            | LN   | PUB | 607   | 2 | 0.11 | 1.38  | \$29.24 | \$40.34  |
| CROSSWIND           | WAY  | PUB | 1275  | 2 | 0.24 | 2.90  | \$29.24 | \$84.73  |
| CROWELL             | ST   | PUB | 2225  | 2 | 0.42 | 5.06  | \$29.24 | \$147.86 |
| CROWN               | LN   | PUB | 660   | 2 | 0.13 | 1.50  | \$29.24 | \$43.86  |
| CRYSTAL CREEK       | DR   | PRV | 2600  | 2 | 0.49 | 5.91  | \$29.24 | \$172.78 |
| CRYSTAL LAKE        | DR   | PRV | 244   | 2 | 0.05 | 0.55  | \$29.24 | \$16.21  |
| CRYSTAL POINT       | LN   | PUB | 427   | 2 | 0.08 | 0.97  | \$29.24 | \$28.38  |
| CYPRESS IN THE WOOD | ST   | PUB | 2000  | 2 | 0.38 | 4.55  | \$29.24 | \$132.91 |
| CYPRESS POND        | RD   | PUB | 1085  | 2 | 0.21 | 2.47  | \$29.24 | \$72.10  |
| CYPRESS SPRINGS     | PKWY | PUB | 10838 | 2 | 2.05 | 24.63 | \$29.24 | \$720.23 |
| DAGWOOD             | CIR  | PUB | 150   | 2 | 0.03 | 0.34  | \$29.24 | \$9.97   |
| DAIRY               | CT   | PUB | 865   | 2 | 0.16 | 1.97  | \$29.24 | \$57.48  |
| DALFORD             | RD   | PUB | 1293  | 2 | 0.24 | 2.94  | \$29.24 | \$85.93  |
| DAME                | ST   | PUB | 1314  | 2 | 0.25 | 2.99  | \$29.24 | \$87.32  |
| DAWNVIEW            | SQ   | PUB | 972   | 2 | 0.18 | 2.21  | \$29.24 | \$64.59  |
| DAYLILY             | ST   | PRV | 1181  | 2 | 0.22 | 2.68  | \$29.24 | \$78.48  |

# EXHIBIT "1"

|               |     |     |      |   |      |       |         |          |
|---------------|-----|-----|------|---|------|-------|---------|----------|
| DEER FEED     | TR  | PRV | 170  | 2 | 0.03 | 0.39  | \$29.24 | \$11.30  |
| DEER SPRINGS  | RD  | PRV | 2436 | 2 | 0.46 | 5.54  | \$29.24 | \$161.88 |
| DEL MAR       | DR  | PUB | 3323 | 2 | 0.63 | 7.55  | \$29.24 | \$220.83 |
| DEL PRADO     | LN  | PUB | 507  | 2 | 0.10 | 1.15  | \$29.24 | \$33.69  |
| DEL RIO       | DR  | PUB | 3004 | 2 | 0.57 | 6.83  | \$29.24 | \$199.63 |
| DELOACH       | ST  | PRV | 699  | 2 | 0.13 | 1.59  | \$29.24 | \$46.45  |
| DENEAH        | CT  | PUB | 221  | 2 | 0.04 | 0.50  | \$29.24 | \$14.69  |
| DESTINO       | CT  | PUB | 753  | 2 | 0.14 | 1.71  | \$29.24 | \$50.04  |
| DEVON         | ST  | PUB | 6756 | 2 | 1.28 | 15.35 | \$29.24 | \$448.97 |
| DEXTER        | DR  | PUB | 5218 | 2 | 0.99 | 11.86 | \$29.24 | \$346.76 |
| DIANNE        | AV  | PUB | 1312 | 2 | 0.25 | 2.98  | \$29.24 | \$87.19  |
| DOGWOOD       | RD  | PRV | 1316 | 2 | 0.25 | 2.99  | \$29.24 | \$87.45  |
| DOMINION      | CT  | PRV | 192  | 2 | 0.04 | 0.44  | \$29.24 | \$12.76  |
| DONNA         | ST  | PUB | 1905 | 2 | 0.36 | 4.33  | \$29.24 | \$126.60 |
| DONNELL       | DR  | PUB | 1144 | 2 | 0.22 | 2.60  | \$29.24 | \$76.02  |
| DORAVILLE     | DR  | PUB | 697  | 2 | 0.13 | 1.58  | \$29.24 | \$46.32  |
| DORSIERE      | AV  | PUB | 1155 | 2 | 0.22 | 2.63  | \$29.24 | \$76.76  |
| DOVE          | AV  | PUB | 1225 | 2 | 0.23 | 2.78  | \$29.24 | \$81.41  |
| DOWNING       | DR  | PRV | 1693 | 2 | 0.32 | 3.85  | \$29.24 | \$112.51 |
| DUBLIN        | CIR | PUB | 425  | 2 | 0.08 | 0.97  | \$29.24 | \$28.24  |
| DUBOIS        | AV  | PUB | 1782 | 2 | 0.34 | 4.05  | \$29.24 | \$118.42 |
| DUCKHORN      | CT  | PUB | 430  | 2 | 0.08 | 0.98  | \$29.24 | \$28.58  |
| DUMAINE       | AV  | PUB | 908  | 2 | 0.17 | 2.06  | \$29.24 | \$60.34  |
| DURANT        | DR  | PUB | 1736 | 2 | 0.33 | 3.95  | \$29.24 | \$115.37 |
| DUSK MEADOW   | TR  | PUB | 964  | 2 | 0.18 | 2.19  | \$29.24 | \$64.06  |
| DYLAN         | DR  | PUB | 310  | 2 | 0.06 | 0.70  | \$29.24 | \$20.60  |
| EAGLE         | CT  | PUB | 179  | 2 | 0.03 | 0.41  | \$29.24 | \$11.90  |
| EAGLE CLAW    | DR  | PRV | 2260 | 2 | 0.43 | 5.14  | \$29.24 | \$150.19 |
| EAGLE LAKE    | TR  | PUB | 1230 | 2 | 0.23 | 2.80  | \$29.24 | \$81.74  |
| EASTPORT PARK | WAY | PUB | 3962 | 2 | 0.75 | 9.00  | \$29.24 | \$263.29 |
| EDDIE         | DR  | PUB | 1600 | 2 | 0.30 | 3.64  | \$29.24 | \$106.33 |
| EDDY          | LN  | PUB | 683  | 2 | 0.13 | 1.55  | \$29.24 | \$45.39  |
| EDNA          | CT  | PUB | 1690 | 2 | 0.32 | 3.84  | \$29.24 | \$112.31 |
| ELBOW         | LN  | PRV | 429  | 2 | 0.08 | 0.98  | \$29.24 | \$28.51  |

# EXHIBIT "1"

|                 |      |     |      |   |      |      |         |          |
|-----------------|------|-----|------|---|------|------|---------|----------|
| ELDA            | LN   | PUB | 1092 | 2 | 0.21 | 2.48 | \$29.24 | \$72.57  |
| ELM             | ST   | PUB | 499  | 2 | 0.09 | 1.13 | \$29.24 | \$33.16  |
| ENGLISH OAKS    | DR   | PUB | 1199 | 2 | 0.23 | 2.73 | \$29.24 | \$79.68  |
| ERNEST          | DR   | PRV | 1280 | 2 | 0.24 | 2.91 | \$29.24 | \$85.06  |
| ESPLANADE       | AV   | PUB | 2439 | 2 | 0.46 | 5.54 | \$29.24 | \$162.08 |
| EVERGLADES      | DR   | PUB | 436  | 2 | 0.08 | 0.99 | \$29.24 | \$28.97  |
| FAIRWAY COVE    | DR   | PRV | 1052 | 2 | 0.20 | 2.39 | \$29.24 | \$69.91  |
| FALCON          | DR   | PUB | 1469 | 2 | 0.28 | 3.34 | \$29.24 | \$97.62  |
| FALL            | DR   | PRV | 2545 | 2 | 0.48 | 5.78 | \$29.24 | \$169.13 |
| FALLING TREE    | LN   | PRV | 1042 | 2 | 0.20 | 2.37 | \$29.24 | \$69.25  |
| FAN PALM        | CT   | PRV | 803  | 2 | 0.15 | 1.83 | \$29.24 | \$53.36  |
| FARBROOK        | RD   | PUB | 2780 | 2 | 0.53 | 6.32 | \$29.24 | \$184.74 |
| FAWN            | CT   | PUB | 326  | 2 | 0.06 | 0.74 | \$29.24 | \$21.66  |
| FERN PARK       | DR   | PUB | 427  | 2 | 0.08 | 0.97 | \$29.24 | \$28.38  |
| FERNCLIFF       | DR   | PUB | 2463 | 2 | 0.47 | 5.60 | \$29.24 | \$163.68 |
| FERRI           | CIR  | PUB | 2346 | 2 | 0.44 | 5.33 | \$29.24 | \$155.90 |
| FIANO           | DR   | PUB | 1011 | 2 | 0.19 | 2.30 | \$29.24 | \$67.19  |
| FIELDSTONE      | AV   | PUB | 602  | 2 | 0.11 | 1.37 | \$29.24 | \$40.01  |
| FINLEY          | DR   | PUB | 1463 | 2 | 0.28 | 3.33 | \$29.24 | \$97.22  |
| FITZGERALD      | ST   | PUB | 2591 | 2 | 0.49 | 5.89 | \$29.24 | \$172.18 |
| FLAGLER         | AV   | PUB | 133  | 2 | 0.03 | 0.30 | \$29.24 | \$8.84   |
| FLAMINGO        | DR   | PRV | 846  | 2 | 0.16 | 1.92 | \$29.24 | \$56.22  |
| FLEMING         | AV   | PUB | 1966 | 2 | 0.37 | 4.47 | \$29.24 | \$130.65 |
| FLORAL SPRINGS  | BLVD | PUB | 3811 | 2 | 0.72 | 8.66 | \$29.24 | \$253.26 |
| FLORIDA MOSS    | LN   | PRV | 724  | 2 | 0.14 | 1.65 | \$29.24 | \$48.11  |
| FOGGY           | LN   | PRV | 1039 | 2 | 0.20 | 2.36 | \$29.24 | \$69.05  |
| FOREST BRANCH   | DR   | PUB | 2388 | 2 | 0.45 | 5.43 | \$29.24 | \$158.69 |
| FOREST GLEN     | DR   | PRV | 436  | 2 | 0.08 | 0.99 | \$29.24 | \$28.97  |
| FOREST PRESERVE | BLVD | PUB | 1736 | 2 | 0.33 | 3.95 | \$29.24 | \$115.37 |
| FOREST TROLL    | DR   | PUB | 1208 | 2 | 0.23 | 2.75 | \$29.24 | \$80.28  |
| FOROUGH         | CIR  | PUB | 3148 | 2 | 0.60 | 7.15 | \$29.24 | \$209.20 |
| FOX             | PL   | PUB | 1986 | 2 | 0.38 | 4.51 | \$29.24 | \$131.98 |
| FOX HUNT        | CT   | PRV | 336  | 2 | 0.06 | 0.76 | \$29.24 | \$22.33  |
| FOX TRACE       | CT   | PUB | 249  | 2 | 0.05 | 0.57 | \$29.24 | \$16.55  |

# EXHIBIT "1"

|                |     |     |      |   |      |      |         |          |
|----------------|-----|-----|------|---|------|------|---------|----------|
| FOXHAVEN       | CT  | PUB | 168  | 2 | 0.03 | 0.38 | \$29.24 | \$11.16  |
| FOXHOUND       | DR  | PUB | 2192 | 2 | 0.42 | 4.98 | \$29.24 | \$145.67 |
| FRANCIS        | ST  | PUB | 680  | 2 | 0.13 | 1.55 | \$29.24 | \$45.19  |
| FRANKLIN       | DR  | PUB | 2163 | 2 | 0.41 | 4.92 | \$29.24 | \$143.74 |
| FREDA          | LN  | PRV | 1013 | 2 | 0.19 | 2.30 | \$29.24 | \$67.32  |
| FREDERICK      | AV  | PRV | 3660 | 2 | 0.69 | 8.32 | \$29.24 | \$243.22 |
| FREDERICK LAKE | DR  | PUB | 1561 | 2 | 0.30 | 3.55 | \$29.24 | \$103.74 |
| FREEMAN        | ST  | PRV | 742  | 2 | 0.14 | 1.69 | \$29.24 | \$49.31  |
| FROGS LEAP     | CT  | PRV | 386  | 2 | 0.07 | 0.88 | \$29.24 | \$25.65  |
| FRUITWOOD      | PL  | PRV | 303  | 2 | 0.06 | 0.69 | \$29.24 | \$20.14  |
| GALIEN         | CT  | PRV | 174  | 2 | 0.03 | 0.40 | \$29.24 | \$11.56  |
| GATEWOOD       | DR  | PUB | 710  | 2 | 0.13 | 1.61 | \$29.24 | \$47.18  |
| GAVESON        | CT  | PRV | 241  | 2 | 0.05 | 0.55 | \$29.24 | \$16.02  |
| GEIGER         | CT  | PUB | 199  | 2 | 0.04 | 0.45 | \$29.24 | \$13.22  |
| GELDING        | CT  | PRV | 190  | 2 | 0.04 | 0.43 | \$29.24 | \$12.63  |
| GEORGE MILLER  | CIR | PUB | 258  | 2 | 0.05 | 0.59 | \$29.24 | \$17.15  |
| GEORGIA PEACH  | AV  | PUB | 1372 | 2 | 0.26 | 3.12 | \$29.24 | \$91.18  |
| GIBSON         | WAY | PUB | 1209 | 2 | 0.23 | 2.75 | \$29.24 | \$80.34  |
| GILPIN         | WAY | PUB | 434  | 2 | 0.08 | 0.99 | \$29.24 | \$28.84  |
| GINDY          | LN  | PRV | 257  | 2 | 0.05 | 0.58 | \$29.24 | \$17.08  |
| GINGER TREE    | PL  | PRV | 250  | 2 | 0.05 | 0.57 | \$29.24 | \$16.61  |
| GIROG          | AV  | PUB | 1020 | 2 | 0.19 | 2.32 | \$29.24 | \$67.78  |
| GLADES         | CT  | PUB | 611  | 2 | 0.12 | 1.39 | \$29.24 | \$40.60  |
| GLADYS         | ST  | PUB | 1152 | 2 | 0.22 | 2.62 | \$29.24 | \$76.56  |
| GLASS          | CT  | PUB | 248  | 2 | 0.05 | 0.56 | \$29.24 | \$16.48  |
| GOLD NUGGET    | CT  | PUB | 158  | 2 | 0.03 | 0.36 | \$29.24 | \$10.50  |
| GOLDEN APPLES  | TR  | PUB | 1827 | 2 | 0.35 | 4.15 | \$29.24 | \$121.41 |
| GOLDEN GATE    | CIR | PUB | 2235 | 2 | 0.42 | 5.08 | \$29.24 | \$148.53 |
| GOLF VILLA     | DR  | PRV | 1224 | 2 | 0.23 | 2.78 | \$29.24 | \$81.34  |
| GOOSECROSS     | CT  | PUB | 970  | 2 | 0.18 | 2.20 | \$29.24 | \$64.46  |
| GORDON         | ST  | PUB | 452  | 2 | 0.09 | 1.03 | \$29.24 | \$30.04  |
| GRANT          | ST  | PUB | 1174 | 2 | 0.22 | 2.67 | \$29.24 | \$78.02  |
| GRASSY RIDGE   |     | PUB | 647  | 2 | 0.12 | 1.47 | \$29.24 | \$43.00  |
| GRAYLING       | CT  | PRV | 131  | 2 | 0.02 | 0.30 | \$29.24 | \$8.71   |

# EXHIBIT "1"

|                                |      |     |       |   |      |       |         |          |
|--------------------------------|------|-----|-------|---|------|-------|---------|----------|
| GREENBRIAR                     | AV   | PUB | 1211  | 2 | 0.23 | 2.75  | \$29.24 | \$80.48  |
| GREENFIELD                     | DR   | PUB | 2604  | 2 | 0.49 | 5.92  | \$29.24 | \$173.05 |
| GREENLEAF                      | SQ   | PUB | 1169  | 2 | 0.22 | 2.66  | \$29.24 | \$77.69  |
| GREENMONT                      | CT   | PRV | 186   | 2 | 0.04 | 0.42  | \$29.24 | \$12.36  |
| GREENWAY                       | DR   | PRV | 5705  | 2 | 1.08 | 12.97 | \$29.24 | \$379.12 |
| GREGORY                        | CIR  | PUB | 437   | 2 | 0.08 | 0.99  | \$29.24 | \$29.04  |
| GREY BRANCH                    | RD   | PUB | 185   | 2 | 0.04 | 0.42  | \$29.24 | \$12.29  |
| GROVE VIEW                     | LN   | PUB | 2041  | 2 | 0.39 | 4.64  | \$29.24 | \$135.63 |
| HAIL                           | CT   | PUB | 444   | 2 | 0.08 | 1.01  | \$29.24 | \$29.51  |
| HALF MOON                      | DR   | PUB | 4105  | 2 | 0.78 | 9.33  | \$29.24 | \$272.80 |
| HALIFAX                        | DR   | PUB | 5581  | 2 | 1.06 | 12.68 | \$29.24 | \$370.88 |
| HAMLET                         | DR   | PUB | 2979  | 2 | 0.56 | 6.77  | \$29.24 | \$197.97 |
| HAMPTON                        | CIR  | PRV | 191   | 2 | 0.04 | 0.43  | \$29.24 | \$12.69  |
| HANOVER                        | CT   | PRV | 465   | 2 | 0.09 | 1.06  | \$29.24 | \$30.90  |
| HARBOR POINT                   | DR   | PRV | 1129  | 2 | 0.21 | 2.57  | \$29.24 | \$75.03  |
| HARBOUR POINT                  | DR   | PRV | 2589  | 2 | 0.49 | 5.88  | \$29.24 | \$172.05 |
| HARBOUR POINT                  | BLVD | PRV | 189   | 2 | 0.04 | 0.43  | \$29.24 | \$12.56  |
| HARMS                          | WAY  | PUB | 3825  | 2 | 0.72 | 8.69  | \$29.24 | \$254.19 |
| HARNDEN                        | RD   | PUB | 2344  | 2 | 0.44 | 5.33  | \$29.24 | \$155.77 |
| HATTERAS                       | DR   | PUB | 882   | 2 | 0.17 | 2.00  | \$29.24 | \$58.61  |
| HAWK OWL                       | TR   | PRV | 151   | 2 | 0.03 | 0.34  | \$29.24 | \$10.03  |
| HAWKEYE                        | CIR  | PRV | 359   | 2 | 0.07 | 0.82  | \$29.24 | \$23.86  |
| HAWKS RIDGE                    | RD   | PUB | 3086  | 2 | 0.58 | 7.01  | \$29.24 | \$205.08 |
| HEARTHSTONE                    | TER  | PUB | 1040  | 2 | 0.20 | 2.36  | \$29.24 | \$69.11  |
| HEATHERMERE                    | LN   | PRV | 532   | 2 | 0.10 | 1.21  | \$29.24 | \$35.35  |
| HEATHERWOOD                    | CT   | PRV | 137   | 2 | 0.03 | 0.31  | \$29.24 | \$9.10   |
| HENNO                          | CT   | PUB | 344   | 2 | 0.07 | 0.78  | \$29.24 | \$22.86  |
| HENSEL                         | RD   | PUB | 7002  | 2 | 1.33 | 15.91 | \$29.24 | \$465.31 |
| HENSEL HILL                    | RD   | PUB | 2194  | 2 | 0.42 | 4.99  | \$29.24 | \$145.80 |
| HERB                           | CT   | PUB | 261   | 2 | 0.05 | 0.59  | \$29.24 | \$17.34  |
| HERBERT (RR trks N. to Clyde M | ST   | PUB | 11175 | 2 | 2.12 | 25.40 | \$29.24 | \$742.63 |
| HERMITAGE                      | CT   | PRV | 280   | 2 | 0.05 | 0.64  | \$29.24 | \$18.61  |
| HERON POND                     | DR   | PRV | 1650  | 2 | 0.31 | 3.75  | \$29.24 | \$109.65 |
| HIBISCUS                       | AV   | PUB | 701   | 2 | 0.13 | 1.59  | \$29.24 | \$46.58  |

# EXHIBIT "1"

|                     |      |     |      |   |      |       |         |          |
|---------------------|------|-----|------|---|------|-------|---------|----------|
| HICKORY             | ST   | PUB | 1281 | 2 | 0.24 | 2.91  | \$29.24 | \$85.13  |
| HICKORY GROVE       | LN   | PUB | 1595 | 2 | 0.30 | 3.63  | \$29.24 | \$106.00 |
| HICKORY IN THE WOOD |      | PUB | 808  | 2 | 0.15 | 1.84  | \$29.24 | \$53.70  |
| HIDDEN LAKE         | DR   | PUB | 7175 | 2 | 1.36 | 16.31 | \$29.24 | \$476.81 |
| HIDDEN VILLAGE      | DR   | PUB | 766  | 2 | 0.15 | 1.74  | \$29.24 | \$50.90  |
| HIGHLANDS           | DR   | PUB | 613  | 2 | 0.12 | 1.39  | \$29.24 | \$40.74  |
| HIGHPOINT           | DR   | PUB | 1905 | 2 | 0.36 | 4.33  | \$29.24 | \$126.60 |
| HILLS               | BLVD | PUB | 3535 | 2 | 0.67 | 8.03  | \$29.24 | \$234.92 |
| HILLTOP             | CIR  | PUB | 474  | 2 | 0.09 | 1.08  | \$29.24 | \$31.50  |
| HILLVILLE           | DR   | PUB | 1014 | 2 | 0.19 | 2.30  | \$29.24 | \$67.38  |
| HIVIEW              | CIR  | PUB | 206  | 2 | 0.04 | 0.47  | \$29.24 | \$13.69  |
| HOCKNEY             | CT   | PUB | 1008 | 2 | 0.19 | 2.29  | \$29.24 | \$66.99  |
| HOLIDAY             | BLVD | PRV | 1392 | 2 | 0.26 | 3.16  | \$29.24 | \$92.50  |
| HOLLY IN THE WOOD   |      | PUB | 713  | 2 | 0.14 | 1.62  | \$29.24 | \$47.38  |
| HOOT OWL            | LN   | PRV | 541  | 2 | 0.10 | 1.23  | \$29.24 | \$35.95  |
| HOPI                | CT   | PUB | 185  | 2 | 0.04 | 0.42  | \$29.24 | \$12.29  |
| HORIZON VIEW        | BLVD | PUB | 982  | 2 | 0.19 | 2.23  | \$29.24 | \$65.26  |
| HORSEMAN            | DR   | PUB | 2157 | 2 | 0.41 | 4.90  | \$29.24 | \$143.34 |
| HOUSTON             | ST   | PUB | 576  | 2 | 0.11 | 1.31  | \$29.24 | \$38.28  |
| HOWES               | ST   | PRV | 2233 | 2 | 0.42 | 5.08  | \$29.24 | \$148.39 |
| HOYT                | DR   | PUB | 714  | 2 | 0.14 | 1.62  | \$29.24 | \$47.45  |
| HUDSON              | LN   | PUB | 839  | 2 | 0.16 | 1.91  | \$29.24 | \$55.76  |
| HUGH                | ST   | PUB | 1310 | 2 | 0.25 | 2.98  | \$29.24 | \$87.06  |
| HUNT CLUB           | TR   | PRV | 2656 | 2 | 0.50 | 6.04  | \$29.24 | \$176.50 |
| HYDE PARK           | DR   | PUB | 961  | 2 | 0.18 | 2.18  | \$29.24 | \$63.86  |
| ICHABOD             | CT   | PUB | 481  | 2 | 0.09 | 1.09  | \$29.24 | \$31.96  |
| INDIAN HILL         | DR   | PUB | 1854 | 2 | 0.35 | 4.21  | \$29.24 | \$123.21 |
| INDIGO              | CT   | PUB | 218  | 2 | 0.04 | 0.50  | \$29.24 | \$14.49  |
| IPSWICH             | LN   | PUB | 1215 | 2 | 0.23 | 2.76  | \$29.24 | \$80.74  |
| IRISH               | LN   | PUB | 688  | 2 | 0.13 | 1.56  | \$29.24 | \$45.72  |
| IRON GATE           | CIR  | PUB | 1371 | 2 | 0.26 | 3.12  | \$29.24 | \$91.11  |
| ISABELLE            | AV   | PUB | 6223 | 2 | 1.18 | 14.14 | \$29.24 | \$413.55 |
| ISLAND              | CT   | PUB | 214  | 2 | 0.04 | 0.49  | \$29.24 | \$14.22  |
| ISTHMUS             | DR   | PUB | 204  | 2 | 0.04 | 0.46  | \$29.24 | \$13.56  |

# EXHIBIT "1"

|                 |     |     |      |   |      |       |         |          |
|-----------------|-----|-----|------|---|------|-------|---------|----------|
| JACARANDA       | AV  | PUB | 526  | 2 | 0.10 | 1.20  | \$29.24 | \$34.96  |
| JACKSON         | CIR | PUB | 7997 | 2 | 1.51 | 18.18 | \$29.24 | \$531.44 |
| JACOBUS         | RD  | PRV | 496  | 2 | 0.09 | 1.13  | \$29.24 | \$32.96  |
| JAMES           | DR  | PUB | 2007 | 2 | 0.38 | 4.56  | \$29.24 | \$133.37 |
| JAMES ASA SYKES | DR  | PUB | 198  | 2 | 0.04 | 0.45  | \$29.24 | \$13.16  |
| JAN             | LN  | PRV | 283  | 2 | 0.05 | 0.64  | \$29.24 | \$18.81  |
| JANDON          | CT  | PUB | 527  | 2 | 0.10 | 1.20  | \$29.24 | \$35.02  |
| JANE ANN        | ST  | PUB | 557  | 2 | 0.11 | 1.27  | \$29.24 | \$37.02  |
| JASMINE VINE    | DR  | PRV | 2150 | 2 | 0.41 | 4.89  | \$29.24 | \$142.88 |
| JEAN FRANCIS    | LN  | PUB | 627  | 2 | 0.12 | 1.43  | \$29.24 | \$41.67  |
| JEFFERSON       | AV  | PUB | 1341 | 2 | 0.25 | 3.05  | \$29.24 | \$89.12  |
| JEFFERY         | DR  | PUB | 1540 | 2 | 0.29 | 3.50  | \$29.24 | \$102.34 |
| JOAN            | LN  | PUB | 1074 | 2 | 0.20 | 2.44  | \$29.24 | \$71.37  |
| JOSIANNE        | CT  | PUB | 203  | 2 | 0.04 | 0.46  | \$29.24 | \$13.49  |
| JOURNEYS END    | DR  | PRV | 1218 | 2 | 0.23 | 2.77  | \$29.24 | \$80.94  |
| JUDGES          | LN  | PRV | 248  | 2 | 0.05 | 0.56  | \$29.24 | \$16.48  |
| JUSTICE         | ST  | PUB | 1084 | 2 | 0.21 | 2.46  | \$29.24 | \$72.04  |
| JUSTIN          | CT  | PUB | 394  | 2 | 0.07 | 0.90  | \$29.24 | \$26.18  |
| KANE            | DR  | PUB | 1311 | 2 | 0.25 | 2.98  | \$29.24 | \$87.12  |
| KATHERINE       | ST  | PUB | 787  | 2 | 0.15 | 1.79  | \$29.24 | \$52.30  |
| KATONA          | DR  | PUB | 456  | 2 | 0.09 | 1.04  | \$29.24 | \$30.30  |
| KEITH           | LN  | PRV | 323  | 2 | 0.06 | 0.73  | \$29.24 | \$21.46  |
| KENDREW         | DR  | PUB | 2995 | 2 | 0.57 | 6.81  | \$29.24 | \$199.03 |
| KENOWOOD        | ST  | PUB | 1072 | 2 | 0.20 | 2.44  | \$29.24 | \$71.24  |
| KENT            | CT  | PUB | 95   | 2 | 0.02 | 0.22  | \$29.24 | \$6.31   |
| KERRY           | CT  | PUB | 92   | 2 | 0.02 | 0.21  | \$29.24 | \$6.11   |
| KEY LARGO       | CIR | PRV | 2220 | 2 | 0.42 | 5.05  | \$29.24 | \$147.53 |
| KIEP            | DR  | PUB | 190  | 2 | 0.04 | 0.43  | \$29.24 | \$12.63  |
| KIMBERLY        | CT  | PUB | 468  | 2 | 0.09 | 1.06  | \$29.24 | \$31.10  |
| KING JAMES      | CT  | PRV | 579  | 2 | 0.11 | 1.32  | \$29.24 | \$38.48  |
| KINGS           | WAY | PRV | 1468 | 2 | 0.28 | 3.34  | \$29.24 | \$97.56  |
| KINGS CANYON    | TR  | PRV | 1208 | 2 | 0.23 | 2.75  | \$29.24 | \$80.28  |
| KINGSWOOD       | WAY | PUB | 1448 | 2 | 0.27 | 3.29  | \$29.24 | \$96.23  |
| KIRBY           | PL  | PUB | 628  | 2 | 0.12 | 1.43  | \$29.24 | \$41.73  |

# EXHIBIT "1"

|                    |     |     |      |   |      |       |         |          |
|--------------------|-----|-----|------|---|------|-------|---------|----------|
| KLONDIKE           | DR  | PRV | 955  | 2 | 0.18 | 2.17  | \$29.24 | \$63.46  |
| KNOTTY PINE        | CT  | PUB | 759  | 2 | 0.14 | 1.73  | \$29.24 | \$50.44  |
| KNOX               | DR  | PRV | 836  | 2 | 0.16 | 1.90  | \$29.24 | \$55.56  |
| KOKOMO             | DR  | PUB | 769  | 2 | 0.15 | 1.75  | \$29.24 | \$51.10  |
| KON TIKI           | TER | PUB | 1155 | 2 | 0.22 | 2.63  | \$29.24 | \$76.76  |
| KRISTINA           | CT  | PUB | 560  | 2 | 0.11 | 1.27  | \$29.24 | \$37.21  |
| KUMQUAT            | LN  | PRV | 810  | 2 | 0.15 | 1.84  | \$29.24 | \$53.83  |
| LA GRANGE          | AV  | PUB | 695  | 2 | 0.13 | 1.58  | \$29.24 | \$46.19  |
| LAFAYETTE          | ST  | PUB | 5241 | 2 | 0.99 | 11.91 | \$29.24 | \$348.29 |
| LAKELAND           | DR  | PUB | 604  | 2 | 0.11 | 1.37  | \$29.24 | \$40.14  |
| LAKEPOINT          | CIR | PUB | 782  | 2 | 0.15 | 1.78  | \$29.24 | \$51.97  |
| LAKEWOOD           | TER | PRV | 2551 | 2 | 0.48 | 5.80  | \$29.24 | \$169.53 |
| LANCERS            | LN  | PUB | 985  | 2 | 0.19 | 2.24  | \$29.24 | \$65.46  |
| LANCEWOOD          | DR  | PUB | 2464 | 2 | 0.47 | 5.60  | \$29.24 | \$163.74 |
| LANCEWOOD          | CIR | PUB | 1390 | 2 | 0.26 | 3.16  | \$29.24 | \$92.37  |
| LANDIS             | AV  | PUB | 3544 | 2 | 0.67 | 8.05  | \$29.24 | \$235.51 |
| LARADO             | DR  | PUB | 1473 | 2 | 0.28 | 3.35  | \$29.24 | \$97.89  |
| LAUREL IN THE WOOD |     | PUB | 428  | 2 | 0.08 | 0.97  | \$29.24 | \$28.44  |
| LAUREL SPRING      | DR  | PUB | 739  | 2 | 0.14 | 1.68  | \$29.24 | \$49.11  |
| LAURIE             | AV  | PUB | 1033 | 2 | 0.20 | 2.35  | \$29.24 | \$68.65  |
| LAWRENCE           | CT  | PUB | 880  | 2 | 0.17 | 2.00  | \$29.24 | \$58.48  |
| LAZY CREEK         | DR  | PUB | 999  | 2 | 0.19 | 2.27  | \$29.24 | \$66.39  |
| LAZY FOX LAIR      |     | PUB | 379  | 2 | 0.07 | 0.86  | \$29.24 | \$25.19  |
| LAZY HAMMOCK       | DR  | PRV | 174  | 2 | 0.03 | 0.40  | \$29.24 | \$11.56  |
| LEGION             | PL  | PUB | 468  | 2 | 0.09 | 1.06  | \$29.24 | \$31.10  |
| LEGUME             | DR  | PUB | 1037 | 2 | 0.20 | 2.36  | \$29.24 | \$68.91  |
| LEICESTER          | CIR | PRV | 190  | 2 | 0.04 | 0.43  | \$29.24 | \$12.63  |
| LEISURE            | CIR | PUB | 3207 | 2 | 0.61 | 7.29  | \$29.24 | \$213.12 |
| LEMON              | ST  | PUB | 735  | 2 | 0.14 | 1.67  | \$29.24 | \$48.84  |
| LEMONTWIST         | LN  | PUB | 1053 | 2 | 0.20 | 2.39  | \$29.24 | \$69.98  |
| LEONE              | LN  | PUB | 1075 | 2 | 0.20 | 2.44  | \$29.24 | \$71.44  |
| LESCOT             | CT  | PUB | 279  | 2 | 0.05 | 0.63  | \$29.24 | \$18.54  |
| LESLIE             | DR  | PUB | 2634 | 2 | 0.50 | 5.99  | \$29.24 | \$175.04 |
| LESLIE             | LN  | PRV | 274  | 2 | 0.05 | 0.62  | \$29.24 | \$18.21  |



# EXHIBIT "1"

|                   |      |     |       |   |      |       |         |            |
|-------------------|------|-----|-------|---|------|-------|---------|------------|
| LEWARD            | WAY  | PUB | 475   | 2 | 0.09 | 1.08  | \$29.24 | \$31.57    |
| LEX               | CT   | PUB | 744   | 2 | 0.14 | 1.69  | \$29.24 | \$49.44    |
| LINDEN            | ST   | PRV | 717   | 2 | 0.14 | 1.63  | \$29.24 | \$47.65    |
| LITTLE CREEK      | CT   | PUB | 315   | 2 | 0.06 | 0.72  | \$29.24 | \$20.93    |
| LITTLE EGRET      | DR   | PRV | 1128  | 2 | 0.21 | 2.56  | \$29.24 | \$74.96    |
| LITTLE GARDEN     | CIR  | PRV | 157   | 2 | 0.03 | 0.36  | \$29.24 | \$10.43    |
| LITTLE TOWN       | RD   | PUB | 1140  | 2 | 0.22 | 2.59  | \$29.24 | \$75.76    |
| LOBLOLLY          | LN   | PUB | 1309  | 2 | 0.25 | 2.98  | \$29.24 | \$86.99    |
| LOCHE             | WAY  | PRV | 440   | 2 | 0.08 | 1.00  | \$29.24 | \$29.24    |
| LOCUST            | ST   | PUB | 674   | 2 | 0.13 | 1.53  | \$29.24 | \$44.79    |
| LONDON            | PL   | PUB | 566   | 2 | 0.11 | 1.29  | \$29.24 | \$37.61    |
| LONE OAK          | DR   | PUB | 1258  | 2 | 0.24 | 2.86  | \$29.24 | \$83.60    |
| LONE PALM         | LN   | PRV | 293   | 2 | 0.06 | 0.67  | \$29.24 | \$19.47    |
| LONG BRANCH       | PL   | PRV | 170   | 2 | 0.03 | 0.39  | \$29.24 | \$11.30    |
| LONG GROVE        | LN   | PUB | 5320  | 2 | 1.01 | 12.09 | \$29.24 | \$353.54   |
| LONG MEADOW       | CT   | PUB | 82    | 2 | 0.02 | 0.19  | \$29.24 | \$5.45     |
| LONGLAKE          | DR   | PRV | 5461  | 2 | 1.03 | 12.41 | \$29.24 | \$362.91   |
| LOQUAT            | LN   | PRV | 1151  | 2 | 0.22 | 2.62  | \$29.24 | \$76.49    |
| LOUISVILLE        | ST   | PUB | 844   | 2 | 0.16 | 1.92  | \$29.24 | \$56.09    |
| LUCAYA            | LN   | PUB | 628   | 2 | 0.12 | 1.43  | \$29.24 | \$41.73    |
| MADELINE          | AV   | PUB | 16509 | 2 | 3.13 | 37.52 | \$29.24 | \$1,097.10 |
| MAGNOLIA          | ST   | PUB | 568   | 2 | 0.11 | 1.29  | \$29.24 | \$37.75    |
| MAGNOLIA          | AV   | PUB | 1966  | 2 | 0.37 | 4.47  | \$29.24 | \$130.65   |
| MAGNOLIA          | LOOP | PUB | 2665  | 2 | 0.50 | 6.06  | \$29.24 | \$177.10   |
| MAIN              | ST   | PUB | 1213  | 2 | 0.23 | 2.76  | \$29.24 | \$80.61    |
| MANGO             | LN   | PRV | 403   | 2 | 0.08 | 0.92  | \$29.24 | \$26.78    |
| MANHATTAN         | WAY  | PUB | 1208  | 2 | 0.23 | 2.75  | \$29.24 | \$80.28    |
| MANSOUR           | LN   | PUB | 433   | 2 | 0.08 | 0.98  | \$29.24 | \$28.77    |
| MAPLE GROVE       | CT   | PUB | 747   | 2 | 0.14 | 1.70  | \$29.24 | \$49.64    |
| MAPLE IN THE WOOD |      | PUB | 1925  | 2 | 0.36 | 4.38  | \$29.24 | \$127.93   |
| MARGARET          | AV   | PUB | 247   | 2 | 0.05 | 0.56  | \$29.24 | \$16.41    |
| MARGATE           | CT   | PUB | 220   | 2 | 0.04 | 0.50  | \$29.24 | \$14.62    |
| MARINA            | AV   | PRV | 306   | 2 | 0.06 | 0.70  | \$29.24 | \$20.34    |
| MARLEY            | DR   | PUB | 264   | 2 | 0.05 | 0.60  | \$29.24 | \$17.54    |

# EXHIBIT "1"

|             |      |     |      |   |      |       |         |          |
|-------------|------|-----|------|---|------|-------|---------|----------|
| MARLIN RUN  | DR   | PUB | 693  | 2 | 0.13 | 1.58  | \$29.24 | \$46.05  |
| MARSHALL    | CIR  | PUB | 494  | 2 | 0.09 | 1.12  | \$29.24 | \$32.83  |
| MARSHFIELD  | DR   | PUB | 1202 | 2 | 0.23 | 2.73  | \$29.24 | \$79.88  |
| MARTINGALE  | CT   | PRV | 422  | 2 | 0.08 | 0.96  | \$29.24 | \$28.04  |
| MARVILLE    | CIR  | PUB | 1619 | 2 | 0.31 | 3.68  | \$29.24 | \$107.59 |
| MARY        | DR   | PRV | 567  | 2 | 0.11 | 1.29  | \$29.24 | \$37.68  |
| MASOUD      | CT   | PUB | 166  | 2 | 0.03 | 0.38  | \$29.24 | \$11.03  |
| MATT        | LN   | PUB | 398  | 2 | 0.08 | 0.90  | \$29.24 | \$26.45  |
| MAYFAIR     | LN   | PUB | 4503 | 2 | 0.85 | 10.23 | \$29.24 | \$299.24 |
| MCDONALD    | RD   | PUB | 2596 | 2 | 0.49 | 5.90  | \$29.24 | \$172.52 |
| MCGINNIS    | AV   | PUB | 1087 | 2 | 0.21 | 2.47  | \$29.24 | \$72.24  |
| MEADOW VIEW | DR   | PRV | 787  | 2 | 0.15 | 1.79  | \$29.24 | \$52.30  |
| MEDITATION  | LOOP | PRV | 853  | 2 | 0.16 | 1.94  | \$29.24 | \$56.69  |
| MEEKER      | PL   | PUB | 909  | 2 | 0.17 | 2.07  | \$29.24 | \$60.41  |
| MELISA      | DR   | PUB | 1561 | 2 | 0.30 | 3.55  | \$29.24 | \$103.74 |
| MELROSE     | CIR  | PUB | 434  | 2 | 0.08 | 0.99  | \$29.24 | \$28.84  |
| MERRIMAC    | DR   | PUB | 3038 | 2 | 0.58 | 6.90  | \$29.24 | \$201.89 |
| MERRYVALE   | LN   | PRV | 4822 | 2 | 0.91 | 10.96 | \$29.24 | \$320.44 |
| MILES       | DR   | PUB | 4309 | 2 | 0.82 | 9.79  | \$29.24 | \$286.35 |
| MILL ROAD   | LN   | PUB | 1123 | 2 | 0.21 | 2.55  | \$29.24 | \$74.63  |
| MILLBROOK   | AV   | PUB | 1212 | 2 | 0.23 | 2.75  | \$29.24 | \$80.54  |
| MILLERS     | WAY  | PUB | 496  | 2 | 0.09 | 1.13  | \$29.24 | \$32.96  |
| MILLCANT    | CIR  | PUB | 210  | 2 | 0.04 | 0.48  | \$29.24 | \$13.96  |
| MINKOFF     | DR   | PUB | 252  | 2 | 0.05 | 0.57  | \$29.24 | \$16.75  |
| MISTY       | LN   | PRV | 220  | 2 | 0.04 | 0.50  | \$29.24 | \$14.62  |
| MISTY OAK   | CT   | PUB | 117  | 2 | 0.02 | 0.27  | \$29.24 | \$7.78   |
| MOCKINGBIRD | DR   | PUB | 1832 | 2 | 0.35 | 4.16  | \$29.24 | \$121.74 |
| MOFID       | LN   | PUB | 797  | 2 | 0.15 | 1.81  | \$29.24 | \$52.96  |
| MONROE      | ST   | PUB | 1240 | 2 | 0.23 | 2.82  | \$29.24 | \$82.40  |
| MONROE      | PL   | PUB | 546  | 2 | 0.10 | 1.24  | \$29.24 | \$36.28  |
| MONTIGO BAY |      | PUB | 484  | 2 | 0.09 | 1.10  | \$29.24 | \$32.16  |
| MONTICELLO  | LN   | PUB | 1018 | 2 | 0.19 | 2.31  | \$29.24 | \$67.65  |
| MONTREAL    | CIR  | PUB | 430  | 2 | 0.08 | 0.98  | \$29.24 | \$28.58  |
| MOON RISE   | DR   | PUB | 1232 | 2 | 0.23 | 2.80  | \$29.24 | \$81.87  |

# EXHIBIT "1"

|                          |      |     |      |   |      |       |         |          |
|--------------------------|------|-----|------|---|------|-------|---------|----------|
| MOONPENNY                | CIR  | PUB | 2300 | 2 | 0.44 | 5.23  | \$29.24 | \$152.85 |
| MOONSTONE                | CT   | PUB | 1213 | 2 | 0.23 | 2.76  | \$29.24 | \$80.61  |
| MORGAN                   | RD   | PUB | 1090 | 2 | 0.21 | 2.48  | \$29.24 | \$72.44  |
| MORI                     | CT   | PRV | 532  | 2 | 0.10 | 1.21  | \$29.24 | \$35.35  |
| MORNING                  | DR   | PUB | 1304 | 2 | 0.25 | 2.96  | \$29.24 | \$86.66  |
| MOSS                     | AV   | PUB | 694  | 2 | 0.13 | 1.58  | \$29.24 | \$46.12  |
| MOSSY OAK                | LN   | PUB | 1099 | 2 | 0.21 | 2.50  | \$29.24 | \$73.03  |
| MT MCKINLEY              | TR   | PRV | 1245 | 2 | 0.24 | 2.83  | \$29.24 | \$82.74  |
| MYSTIC                   | DR   | PUB | 730  | 2 | 0.14 | 1.66  | \$29.24 | \$48.51  |
| NANCY                    | CIR  | PUB | 336  | 2 | 0.06 | 0.76  | \$29.24 | \$22.33  |
| NANTUCKET ISLAND         | DR   | PRV | 1636 | 2 | 0.31 | 3.72  | \$29.24 | \$108.72 |
| NAPPA                    | DR   | PUB | 764  | 2 | 0.14 | 1.74  | \$29.24 | \$50.77  |
| NASH                     | LN   | PUB | 3872 | 2 | 0.73 | 8.80  | \$29.24 | \$257.31 |
| NASSER                   | LN   | PUB | 395  | 2 | 0.07 | 0.90  | \$29.24 | \$26.25  |
| NATURE VIEW              | CIR  | PRV | 1284 | 2 | 0.24 | 2.92  | \$29.24 | \$85.33  |
| NEEDLERUSH               | RD   | PUB | 779  | 2 | 0.15 | 1.77  | \$29.24 | \$51.77  |
| NEEDLES                  | DR   | PUB | 1043 | 2 | 0.20 | 2.37  | \$29.24 | \$69.31  |
| NETTLE CREEK             | CT   | PUB | 650  | 2 | 0.12 | 1.48  | \$29.24 | \$43.20  |
| NEW BOLTON               | DR   | PUB | 915  | 2 | 0.17 | 2.08  | \$29.24 | \$60.81  |
| NEW HAVEN                | CT   | PUB | 813  | 2 | 0.15 | 1.85  | \$29.24 | \$54.03  |
| NEW TOWN                 | TER  | PUB | 275  | 2 | 0.05 | 0.63  | \$29.24 | \$18.28  |
| NEWMAN                   | DR   | PUB | 1423 | 2 | 0.27 | 3.23  | \$29.24 | \$94.56  |
| NEWTON                   | RD   | PUB | 3214 | 2 | 0.61 | 7.30  | \$29.24 | \$213.58 |
| NIKA                     | CT   | PUB | 462  | 2 | 0.09 | 1.05  | \$29.24 | \$30.70  |
| NIKI                     | DR   | PUB | 450  | 2 | 0.09 | 1.02  | \$29.24 | \$29.90  |
| NILOUFAR                 | LN   | PUB | 1483 | 2 | 0.28 | 3.37  | \$29.24 | \$98.55  |
| NIVER                    | ST   | PUB | 5140 | 2 | 0.97 | 11.68 | \$29.24 | \$341.58 |
| NIXON                    | LN   | PUB | 3316 | 2 | 0.63 | 7.54  | \$29.24 | \$220.36 |
| NOB HILL                 | BLVD | PUB | 2392 | 2 | 0.45 | 5.44  | \$29.24 | \$158.96 |
| NONA                     | CT   | PUB | 377  | 2 | 0.07 | 0.86  | \$29.24 | \$25.05  |
| NORMAN                   | ST   | PUB | 820  | 2 | 0.16 | 1.86  | \$29.24 | \$54.49  |
| NORMANDY                 | BLVD | PUB | 3252 | 2 | 0.62 | 7.39  | \$29.24 | \$216.11 |
| NORTHWOOD                | DR   | PRV | 668  | 2 | 0.13 | 1.52  | \$29.24 | \$44.39  |
| OAK (Sp Ck to Ridgewood) | ST   | PUB | 7429 | 2 | 1.41 | 16.88 | \$29.24 | \$493.69 |

# EXHIBIT "1"

|                 |      |     |       |   |      |       |         |          |
|-----------------|------|-----|-------|---|------|-------|---------|----------|
| OAK BREEZE      | AV   | PUB | 642   | 2 | 0.12 | 1.46  | \$29.24 | \$42.66  |
| OAK COVE        | PL   | PRV | 303   | 2 | 0.06 | 0.69  | \$29.24 | \$20.14  |
| OAK CREST       | CIR  | PUB | 1422  | 2 | 0.27 | 3.23  | \$29.24 | \$94.50  |
| OAK FOREST      | CIR  | PUB | 2350  | 2 | 0.45 | 5.34  | \$29.24 | \$156.17 |
| OAK HAMMOCK     | DR   | PUB | 788   | 2 | 0.15 | 1.79  | \$29.24 | \$52.37  |
| OAK HEIGHTS     | CT   | PUB | 551   | 2 | 0.10 | 1.25  | \$29.24 | \$36.62  |
| OAK IN THE WOOD |      | PUB | 2505  | 2 | 0.47 | 5.69  | \$29.24 | \$166.47 |
| OAK RIVER       | DR   | PUB | 1035  | 2 | 0.20 | 2.35  | \$29.24 | \$68.78  |
| OAK RIVER       | TER  | PUB | 576   | 2 | 0.11 | 1.31  | \$29.24 | \$38.28  |
| OAK TRAIL       | RUN  | PRV | 363   | 2 | 0.07 | 0.83  | \$29.24 | \$24.12  |
| OAKLAND PARK    | BLVD | PUB | 2401  | 2 | 0.45 | 5.46  | \$29.24 | \$159.56 |
| OAKWATER        | LN   | PUB | 2802  | 2 | 0.53 | 6.37  | \$29.24 | \$186.21 |
| OATES           | AV   | PUB | 2246  | 2 | 0.43 | 5.10  | \$29.24 | \$149.26 |
| OCEAN           | AV   | PUB | 1684  | 2 | 0.32 | 3.83  | \$29.24 | \$111.91 |
| OCEANSTONE      | DR   | PUB | 532   | 2 | 0.10 | 1.21  | \$29.24 | \$35.35  |
| OLD DUNLAWTON   | AV   | PUB | 536   | 2 | 0.10 | 1.22  | \$29.24 | \$35.62  |
| OLD HAMMOCK     | RD   | PRV | 1507  | 2 | 0.29 | 3.43  | \$29.24 | \$100.15 |
| OLD HAMMOCK     | RD   | PUB | 3133  | 2 | 0.59 | 7.12  | \$29.24 | \$208.20 |
| OLD SUGAR MILL  | CT   | PUB | 252   | 2 | 0.05 | 0.57  | \$29.24 | \$16.75  |
| OLYMPIC         | AV   | PUB | 11990 | 2 | 2.27 | 27.25 | \$29.24 | \$796.79 |
| ORANGE          | BLVD | PUB | 950   | 2 | 0.18 | 2.16  | \$29.24 | \$63.13  |
| ORANGE          | ST   | PUB | 1622  | 2 | 0.31 | 3.69  | \$29.24 | \$107.79 |
| ORCHARD         | LN   | PRV | 962   | 2 | 0.18 | 2.19  | \$29.24 | \$63.93  |
| ORCHID          | DR   | PUB | 1257  | 2 | 0.24 | 2.86  | \$29.24 | \$83.53  |
| OSPREY          | LN   | PRV | 2014  | 2 | 0.38 | 4.58  | \$29.24 | \$133.84 |
| OSPREY NEST     | TR   | PRV | 1954  | 2 | 0.37 | 4.44  | \$29.24 | \$129.85 |
| OVERLOOK        | LN   | PRV | 1033  | 2 | 0.20 | 2.35  | \$29.24 | \$68.65  |
| OXBOW BEND      | DR   | PUB | 751   | 2 | 0.14 | 1.71  | \$29.24 | \$49.91  |
| OXFORD          | CT   | PUB | 1615  | 2 | 0.31 | 3.67  | \$29.24 | \$107.32 |
| PAGANO          | ST   | PUB | 1308  | 2 | 0.25 | 2.97  | \$29.24 | \$86.92  |
| PAIGE           | PL   | PRV | 401   | 2 | 0.08 | 0.91  | \$29.24 | \$26.65  |
| PALM            | BLVD | PRV | 448   | 2 | 0.08 | 1.02  | \$29.24 | \$29.77  |
| PALM            | AV   | PUB | 1362  | 2 | 0.26 | 3.10  | \$29.24 | \$90.51  |
| PALM CASTLE     | DR   | PRV | 3702  | 2 | 0.70 | 8.41  | \$29.24 | \$246.01 |

# EXHIBIT "1"

|                  |      |     |      |   |      |       |         |          |
|------------------|------|-----|------|---|------|-------|---------|----------|
| PALM CIRCLE      | DR   | PUB | 1021 | 2 | 0.19 | 2.32  | \$29.24 | \$67.85  |
| PALM FROND       | LN   | PUB | 495  | 2 | 0.09 | 1.13  | \$29.24 | \$32.90  |
| PALM IN THE WOOD |      | PUB | 960  | 2 | 0.18 | 2.18  | \$29.24 | \$63.80  |
| PALM SPRINGS     | CT   | PUB | 149  | 2 | 0.03 | 0.34  | \$29.24 | \$9.90   |
| PALM VISTA       | ST   | PUB | 1694 | 2 | 0.32 | 3.85  | \$29.24 | \$112.57 |
| PALMAS           | DR   | PUB | 572  | 2 | 0.11 | 1.30  | \$29.24 | \$38.01  |
| PALMAS BAY       | CIR  | PRV | 2239 | 2 | 0.42 | 5.09  | \$29.24 | \$148.79 |
| PALMETTO         | ST   | PUB | 1722 | 2 | 0.33 | 3.91  | \$29.24 | \$114.43 |
| PALOMINO         | CIR  | PUB | 621  | 2 | 0.12 | 1.41  | \$29.24 | \$41.27  |
| PARADISE ISLAND  | CT   | PUB | 800  | 2 | 0.15 | 1.82  | \$29.24 | \$53.16  |
| PARIA            | CT   | PUB | 791  | 2 | 0.15 | 1.80  | \$29.24 | \$52.57  |
| PARK             | LN   | PRV | 1773 | 2 | 0.34 | 4.03  | \$29.24 | \$117.82 |
| PARK RIDGE       | DR   | PUB | 5993 | 2 | 1.14 | 13.62 | \$29.24 | \$398.26 |
| PARK SPRINGS     | CT   | PUB | 256  | 2 | 0.05 | 0.58  | \$29.24 | \$17.01  |
| PARKLAND         | PL   | PUB | 167  | 2 | 0.03 | 0.38  | \$29.24 | \$11.10  |
| PATHELEN         | DR   | PUB | 506  | 2 | 0.10 | 1.15  | \$29.24 | \$33.63  |
| PATHFINDER       | BLVD | PRV | 1615 | 2 | 0.31 | 3.67  | \$29.24 | \$107.32 |
| PEACH BLOSSOM    | BLVD | PUB | 1567 | 2 | 0.30 | 3.56  | \$29.24 | \$104.13 |
| PEGGY            | DR   | PUB | 969  | 2 | 0.18 | 2.20  | \$29.24 | \$64.39  |
| PEGGY BARROW     | CT   | PUB | 274  | 2 | 0.05 | 0.62  | \$29.24 | \$18.21  |
| PELHAM           | DR   | PUB | 1963 | 2 | 0.37 | 4.46  | \$29.24 | \$130.45 |
| PELLICIER        | CT   | PRV | 179  | 2 | 0.03 | 0.41  | \$29.24 | \$11.90  |
| PENDLEBURY       | CT   | PRV | 440  | 2 | 0.08 | 1.00  | \$29.24 | \$29.24  |
| PENDREY          | DR   | PUB | 1748 | 2 | 0.33 | 3.97  | \$29.24 | \$116.16 |
| PENINSULA        | DR   | UNK | 4032 | 2 | 0.76 | 9.16  | \$29.24 | \$267.94 |
| PENROSE          | CT   | PUB | 241  | 2 | 0.05 | 0.55  | \$29.24 | \$16.02  |
| PEPPER HILL      | RD   | PUB | 1490 | 2 | 0.28 | 3.39  | \$29.24 | \$99.02  |
| PEPPERMINT       | WAY  | PUB | 1211 | 2 | 0.23 | 2.75  | \$29.24 | \$80.48  |
| PETTERSON        | LN   | PRV | 452  | 2 | 0.09 | 1.03  | \$29.24 | \$30.04  |
| PHEASANT RIDGE   | DR   | PUB | 2054 | 2 | 0.39 | 4.67  | \$29.24 | \$136.50 |
| PHEASANT RUN     | CT   | PUB | 2255 | 2 | 0.43 | 5.13  | \$29.24 | \$149.86 |
| PHIPPS           | DR   | PUB | 708  | 2 | 0.13 | 1.61  | \$29.24 | \$47.05  |
| PHYLLIS LOU      | CIR  | PUB | 327  | 2 | 0.06 | 0.74  | \$29.24 | \$21.73  |
| PIEDMONT         | AV   | PRV | 4096 | 2 | 0.78 | 9.31  | \$29.24 | \$272.20 |

# EXHIBIT "1"

|                  |     |     |      |   |      |       |         |          |
|------------------|-----|-----|------|---|------|-------|---------|----------|
| PIKE             | DR  | PUB | 541  | 2 | 0.10 | 1.23  | \$29.24 | \$35.95  |
| PINE FOREST      | TR  | PUB | 2809 | 2 | 0.53 | 6.38  | \$29.24 | \$186.67 |
| PINE IN THE WOOD |     | PUB | 2285 | 2 | 0.43 | 5.19  | \$29.24 | \$151.85 |
| PINE TREE        | CT  | PUB | 249  | 2 | 0.05 | 0.57  | \$29.24 | \$16.55  |
| PINELAND         | AV  | PUB | 5096 | 2 | 0.97 | 11.58 | \$29.24 | \$338.65 |
| PINEROCK         | PL  | PUB | 603  | 2 | 0.11 | 1.37  | \$29.24 | \$40.07  |
| PINNACLE         | DR  | PUB | 679  | 2 | 0.13 | 1.54  | \$29.24 | \$45.12  |
| PIROGUE          | CT  | PUB | 136  | 2 | 0.03 | 0.31  | \$29.24 | \$9.04   |
| PLAINVIEW        | DR  | PUB | 1105 | 2 | 0.21 | 2.51  | \$29.24 | \$73.43  |
| PLANTATION HOME  | WAY | PUB | 3478 | 2 | 0.66 | 7.90  | \$29.24 | \$231.13 |
| PLANTERA         | CT  | PUB | 400  | 2 | 0.08 | 0.91  | \$29.24 | \$26.58  |
| PLUMOSA          | AV  | PUB | 736  | 2 | 0.14 | 1.67  | \$29.24 | \$48.91  |
| PLUMPJACK        | CT  | PUB | 702  | 2 | 0.13 | 1.60  | \$29.24 | \$46.65  |
| POCATELLO        | CT  | PUB | 526  | 2 | 0.10 | 1.20  | \$29.24 | \$34.96  |
| POINCIANA        | AV  | PUB | 3350 | 2 | 0.63 | 7.61  | \$29.24 | \$222.62 |
| POINSIANNA       | DR  | PRV | 710  | 2 | 0.13 | 1.61  | \$29.24 | \$47.18  |
| POINT            | CT  | PUB | 224  | 2 | 0.04 | 0.51  | \$29.24 | \$14.89  |
| POPLAR GROVE     | DR  | PRV | 975  | 2 | 0.18 | 2.22  | \$29.24 | \$64.79  |
| PORTOBELLO       | DR  | PRV | 421  | 2 | 0.08 | 0.96  | \$29.24 | \$27.98  |
| POWERS           | AV  | PUB | 1880 | 2 | 0.36 | 4.27  | \$29.24 | \$124.93 |
| PRINCE CHARLES   | CT  | PRV | 677  | 2 | 0.13 | 1.54  | \$29.24 | \$44.99  |
| PRINCE EDWARD    | CT  | PRV | 221  | 2 | 0.04 | 0.50  | \$29.24 | \$14.69  |
| PRINCESS PAULA   | DR  | PUB | 879  | 2 | 0.17 | 2.00  | \$29.24 | \$58.41  |
| PRINGLE          | RD  | PUB | 879  | 2 | 0.17 | 2.00  | \$29.24 | \$58.41  |
| PRISCILLA        | CT  | PUB | 247  | 2 | 0.05 | 0.56  | \$29.24 | \$16.41  |
| PRISSOL          | LN  | PUB | 904  | 2 | 0.17 | 2.05  | \$29.24 | \$60.07  |
| PROMENADE        | CIR | PUB | 3688 | 2 | 0.70 | 8.38  | \$29.24 | \$245.08 |
| PROSPECT POINT   | DR  | PUB | 994  | 2 | 0.19 | 2.26  | \$29.24 | \$66.06  |
| PURPLE MARTIN    | WAY | PRV | 954  | 2 | 0.18 | 2.17  | \$29.24 | \$63.40  |
| QUAIL            | CT  | PUB | 364  | 2 | 0.07 | 0.83  | \$29.24 | \$24.19  |
| QUAIL RIDGE      | DR  | PUB | 688  | 2 | 0.13 | 1.56  | \$29.24 | \$45.72  |
| QUARTERS         | CT  | PUB | 213  | 2 | 0.04 | 0.48  | \$29.24 | \$14.15  |
| QUEENS           | WAY | PRV | 354  | 2 | 0.07 | 0.80  | \$29.24 | \$23.52  |
| QUERCUS          | ST  | PUB | 684  | 2 | 0.13 | 1.55  | \$29.24 | \$45.45  |

# EXHIBIT "1"

|                |      |     |       |   |      |       |         |          |
|----------------|------|-----|-------|---|------|-------|---------|----------|
| RAHAM          | CT   | PUB | 140   | 2 | 0.03 | 0.32  | \$29.24 | \$9.30   |
| RAILROAD       | ST   | PUB | 492   | 2 | 0.09 | 1.12  | \$29.24 | \$32.70  |
| RAINTREE       | DR   | PUB | 2503  | 2 | 0.47 | 5.69  | \$29.24 | \$166.34 |
| RAINY          | LN   | PRV | 218   | 2 | 0.04 | 0.50  | \$29.24 | \$14.49  |
| RALEIGH BARROW | CT   | PUB | 269   | 2 | 0.05 | 0.61  | \$29.24 | \$17.88  |
| RAMPART        | DR   | PUB | 1024  | 2 | 0.19 | 2.33  | \$29.24 | \$68.05  |
| RANIER         | CIR  | PUB | 972   | 2 | 0.18 | 2.21  | \$29.24 | \$64.59  |
| RAVEN ROCK     | CT   | PUB | 247   | 2 | 0.05 | 0.56  | \$29.24 | \$16.41  |
| RAVENWOOD      | DR   | PUB | 994   | 2 | 0.19 | 2.26  | \$29.24 | \$66.06  |
| RED PONTIAC    | DR   | PUB | 1935  | 2 | 0.37 | 4.40  | \$29.24 | \$128.59 |
| RED SAIL       | LN   | PUB | 799   | 2 | 0.15 | 1.82  | \$29.24 | \$53.10  |
| RED STAG       | DR   | PUB | 1993  | 2 | 0.38 | 4.53  | \$29.24 | \$132.44 |
| RED TAIL       | DR   | PRV | 1660  | 2 | 0.31 | 3.77  | \$29.24 | \$110.31 |
| RED WING       | CIR  | PRV | 1587  | 2 | 0.30 | 3.61  | \$29.24 | \$105.46 |
| REED CANAL     | RD   | PUB | 4806  | 2 | 0.91 | 10.92 | \$29.24 | \$319.38 |
| REGENCY        | BLVD | PRV | 1461  | 2 | 0.28 | 3.32  | \$29.24 | \$97.09  |
| REGENCY        | DR   | PRV | 1683  | 2 | 0.32 | 3.83  | \$29.24 | \$111.84 |
| REILLYS        | RD   | PUB | 1332  | 2 | 0.25 | 3.03  | \$29.24 | \$88.52  |
| RENAISSANCE    | DR   | PRV | 2147  | 2 | 0.41 | 4.88  | \$29.24 | \$142.68 |
| RENEGADE       | LN   | PUB | 1798  | 2 | 0.34 | 4.09  | \$29.24 | \$119.49 |
| RENNER         | RD   | PUB | 2179  | 2 | 0.41 | 4.95  | \$29.24 | \$144.80 |
| RESERVATION    | CT   | PUB | 196   | 2 | 0.04 | 0.45  | \$29.24 | \$13.03  |
| REYNOLDS       | CIR  | PUB | 432   | 2 | 0.08 | 0.98  | \$29.24 | \$28.71  |
| RICHEL         | DR   | PUB | 4349  | 2 | 0.82 | 9.88  | \$29.24 | \$289.01 |
| RIO VERDE      | DR   | PUB | 473   | 2 | 0.09 | 1.08  | \$29.24 | \$31.43  |
| RIVER          | LN   | PUB | 211   | 2 | 0.04 | 0.48  | \$29.24 | \$14.02  |
| RIVERCREST     | CT   | PRV | 221   | 2 | 0.04 | 0.50  | \$29.24 | \$14.69  |
| RIVERSIDE      | DR   | PUB | 11702 | 2 | 2.22 | 26.60 | \$29.24 | \$777.65 |
| RIVERVIEW      | LN   | PUB | 729   | 2 | 0.14 | 1.66  | \$29.24 | \$48.45  |
| RIVERWOOD      | DR   | PUB | 5403  | 2 | 1.02 | 12.28 | \$29.24 | \$359.05 |
| ROBBIN         | DR   | PUB | 1641  | 2 | 0.31 | 3.73  | \$29.24 | \$109.05 |
| ROBERTS        | ST   | PUB | 1163  | 2 | 0.22 | 2.64  | \$29.24 | \$77.29  |
| ROCK           | CT   | PUB | 204   | 2 | 0.04 | 0.46  | \$29.24 | \$13.56  |
| ROCKLEDGE      | LN   | PUB | 894   | 2 | 0.17 | 2.03  | \$29.24 | \$59.41  |

# EXHIBIT "1"

|                  |      |     |      |   |      |       |         |          |
|------------------|------|-----|------|---|------|-------|---------|----------|
| ROCKO            | RD   | PUB | 515  | 2 | 0.10 | 1.17  | \$29.24 | \$34.22  |
| ROGERS           | PL   | PUB | 423  | 2 | 0.08 | 0.96  | \$29.24 | \$28.11  |
| ROGERS           | AV   | PUB | 5045 | 2 | 0.96 | 11.47 | \$29.24 | \$335.26 |
| ROLLING HILLS    | DR   | PUB | 2101 | 2 | 0.40 | 4.78  | \$29.24 | \$139.62 |
| ROSCOE TURNER    | TR   | PUB | 2763 | 2 | 0.52 | 6.28  | \$29.24 | \$183.61 |
| ROSELLE          | ST   | PUB | 476  | 2 | 0.09 | 1.08  | \$29.24 | \$31.63  |
| ROUZBEH          | CT   | PUB | 147  | 2 | 0.03 | 0.33  | \$29.24 | \$9.77   |
| ROYAL GROVE      | LN   | PUB | 1540 | 2 | 0.29 | 3.50  | \$29.24 | \$102.34 |
| ROYAL PALM       | CIR  | PRV | 2803 | 2 | 0.53 | 6.37  | \$29.24 | \$186.27 |
| ROYAL PLANTATION | BLVD | PUB | 780  | 2 | 0.15 | 1.77  | \$29.24 | \$51.83  |
| RUDY             | LN   | PRV | 324  | 2 | 0.06 | 0.74  | \$29.24 | \$21.53  |
| RUSSETT          | LN   | PUB | 662  | 2 | 0.13 | 1.50  | \$29.24 | \$43.99  |
| RUSTIC POND      | RD   | PUB | 497  | 2 | 0.09 | 1.13  | \$29.24 | \$33.03  |
| RUSTY            | CIR  | PUB | 1980 | 2 | 0.38 | 4.50  | \$29.24 | \$131.58 |
| RUTH             | ST   | PUB | 1486 | 2 | 0.28 | 3.38  | \$29.24 | \$98.75  |
| RUTTERS          | RD   | PRV | 946  | 2 | 0.18 | 2.15  | \$29.24 | \$62.87  |
| RYAN             | ST   | PUB | 639  | 2 | 0.12 | 1.45  | \$29.24 | \$42.46  |
| RYANWOOD         | DR   | PUB | 305  | 2 | 0.06 | 0.69  | \$29.24 | \$20.27  |
| SABAL BROOK      | WAY  | PRV | 791  | 2 | 0.15 | 1.80  | \$29.24 | \$52.57  |
| SABAL CREEK      | BLVD | PRV | 3000 | 2 | 0.57 | 6.82  | \$29.24 | \$199.36 |
| SABAL CROSSING   | CT   | PRV | 631  | 2 | 0.12 | 1.43  | \$29.24 | \$41.93  |
| SABAL HAMMOCK    | CIR  | PRV | 2532 | 2 | 0.48 | 5.75  | \$29.24 | \$168.26 |
| SABAL POINT      | CIR  | PRV | 2946 | 2 | 0.56 | 6.70  | \$29.24 | \$195.78 |
| SABALWOOD        | CT   | PUB | 124  | 2 | 0.02 | 0.28  | \$29.24 | \$8.24   |
| SABLE KEY        | CIR  | PRV | 865  | 2 | 0.16 | 1.97  | \$29.24 | \$57.48  |
| SADDLEBACK       | CT   | PRV | 369  | 2 | 0.07 | 0.84  | \$29.24 | \$24.52  |
| SAGEWOOD         | DR   | PUB | 2985 | 2 | 0.57 | 6.78  | \$29.24 | \$198.37 |
| SAIL             | CT   | PUB | 375  | 2 | 0.07 | 0.85  | \$29.24 | \$24.92  |
| SAMARA           | RD   | PRV | 347  | 2 | 0.07 | 0.79  | \$29.24 | \$23.06  |
| SAMMS            | AV   | PUB | 4843 | 2 | 0.92 | 11.01 | \$29.24 | \$321.84 |
| SANCTUARY GARDEN | BLVD | PRV | 6533 | 2 | 1.24 | 14.85 | \$29.24 | \$434.15 |
| SAND CREST       | DR   | PUB | 2655 | 2 | 0.50 | 6.03  | \$29.24 | \$176.44 |
| SAND PEBBLE      | CIR  | PUB | 4353 | 2 | 0.82 | 9.89  | \$29.24 | \$289.28 |
| SANDERS          | RD   | PUB | 1383 | 2 | 0.26 | 3.14  | \$29.24 | \$91.91  |



# EXHIBIT "1"

|                  |     |     |      |   |      |      |         |          |
|------------------|-----|-----|------|---|------|------|---------|----------|
| SANDLE WOOD      | DR  | PUB | 3856 | 2 | 0.73 | 8.76 | \$29.24 | \$256.25 |
| SANDLEBURY       | CT  | PRV | 146  | 2 | 0.03 | 0.33 | \$29.24 | \$9.70   |
| SANDRA           | ST  | PUB | 424  | 2 | 0.08 | 0.96 | \$29.24 | \$28.18  |
| SANDY            | LN  | PUB | 253  | 2 | 0.05 | 0.58 | \$29.24 | \$16.81  |
| SANDY HILL       | CIR | PRV | 1692 | 2 | 0.32 | 3.85 | \$29.24 | \$112.44 |
| SANDY PALM       | DR  | PRV | 1031 | 2 | 0.20 | 2.34 | \$29.24 | \$68.51  |
| SANDY TERRACE    | CT  | PUB | 794  | 2 | 0.15 | 1.80 | \$29.24 | \$52.76  |
| SANTA MONICA     | DR  | PUB | 1231 | 2 | 0.23 | 2.80 | \$29.24 | \$81.81  |
| SAVANNAH         | LN  | PUB | 123  | 2 | 0.02 | 0.28 | \$29.24 | \$8.17   |
| SAW PALMETTO     | CT  | PUB | 370  | 2 | 0.07 | 0.84 | \$29.24 | \$24.59  |
| SAWGRASS POINT   | DR  | PUB | 2853 | 2 | 0.54 | 6.48 | \$29.24 | \$189.59 |
| SAYBROOK         | ST  | PUB | 1043 | 2 | 0.20 | 2.37 | \$29.24 | \$69.31  |
| SCHOOL HOUSE     | DR  | PUB | 829  | 2 | 0.16 | 1.88 | \$29.24 | \$55.09  |
| SCOTT            | ST  | PUB | 1312 | 2 | 0.25 | 2.98 | \$29.24 | \$87.19  |
| SECRET LAKE      | DR  | PUB | 1013 | 2 | 0.19 | 2.30 | \$29.24 | \$67.32  |
| SECRET RIVER     | TR  | PUB | 2691 | 2 | 0.51 | 6.12 | \$29.24 | \$178.83 |
| SEDWICK          | DR  | PUB | 270  | 2 | 0.05 | 0.61 | \$29.24 | \$17.94  |
| SELIN            | CIR | PRV | 507  | 2 | 0.10 | 1.15 | \$29.24 | \$33.69  |
| SEMINOLE         | AV  | PUB | 462  | 2 | 0.09 | 1.05 | \$29.24 | \$30.70  |
| SEMINOLE WOODS   | DR  | PUB | 1726 | 2 | 0.33 | 3.92 | \$29.24 | \$114.70 |
| SEQUOIA          | DR  | PUB | 1897 | 2 | 0.36 | 4.31 | \$29.24 | \$126.06 |
| SHADOW PATH      | DR  | PUB | 1205 | 2 | 0.23 | 2.74 | \$29.24 | \$80.08  |
| SHADY CREEK      | LN  | PUB | 3289 | 2 | 0.62 | 7.48 | \$29.24 | \$218.57 |
| SHAHAB           | LN  | PUB | 1049 | 2 | 0.20 | 2.38 | \$29.24 | \$69.71  |
| SHALLOW BROOK    | CT  | PRV | 365  | 2 | 0.07 | 0.83 | \$29.24 | \$24.26  |
| SHALLOWS         | CT  | PRV | 193  | 2 | 0.04 | 0.44 | \$29.24 | \$12.83  |
| SHAMROCK         | DR  | PUB | 768  | 2 | 0.15 | 1.75 | \$29.24 | \$51.04  |
| SHARON           | AV  | PUB | 473  | 2 | 0.09 | 1.08 | \$29.24 | \$31.43  |
| SHELDON          | CIR | PUB | 493  | 2 | 0.09 | 1.12 | \$29.24 | \$32.76  |
| SHERALEE         | CT  | PUB | 207  | 2 | 0.04 | 0.47 | \$29.24 | \$13.76  |
| SHORELINE        | DR  | PUB | 3325 | 2 | 0.63 | 7.56 | \$29.24 | \$220.96 |
| SIESTA KEY       | CIR | PRV | 1896 | 2 | 0.36 | 4.31 | \$29.24 | \$126.00 |
| SILVER CREEK RUN |     | PUB | 2184 | 2 | 0.41 | 4.96 | \$29.24 | \$145.14 |
| SILVER LEAF      | PL  | PRV | 258  | 2 | 0.05 | 0.59 | \$29.24 | \$17.15  |

# EXHIBIT "1"

|                    |      |     |       |   |      |       |         |            |
|--------------------|------|-----|-------|---|------|-------|---------|------------|
| SKIPPER            | DR   | PRV | 554   | 2 | 0.10 | 1.26  | \$29.24 | \$36.82    |
| SLEEPY HOLLOW      | DR   | PUB | 2262  | 2 | 0.43 | 5.14  | \$29.24 | \$150.32   |
| SMOKERISE          | BLVD | PRV | 4716  | 2 | 0.89 | 10.72 | \$29.24 | \$313.40   |
| SOCHA              | WAY  | PUB | 1690  | 2 | 0.32 | 3.84  | \$29.24 | \$112.31   |
| SOFTWOOD           | DR   | PUB | 551   | 2 | 0.10 | 1.25  | \$29.24 | \$36.62    |
| SOJOURNER          | TR   | PUB | 302   | 2 | 0.06 | 0.69  | \$29.24 | \$20.07    |
| SOPHIA             | CT   | PUB | 204   | 2 | 0.04 | 0.46  | \$29.24 | \$13.56    |
| SOUTH MOON         | TR   | PUB | 1849  | 2 | 0.35 | 4.20  | \$29.24 | \$122.87   |
| SOUTHAMPTON        | DR   | PUB | 3281  | 2 | 0.62 | 7.46  | \$29.24 | \$218.04   |
| SOUTHERN BELLE     | LN   | PUB | 418   | 2 | 0.08 | 0.95  | \$29.24 | \$27.78    |
| SOUTHERN PECAN     | LN   | PUB | 316   | 2 | 0.06 | 0.72  | \$29.24 | \$21.00    |
| SOUTHFORK          | CT   | PRV | 215   | 2 | 0.04 | 0.49  | \$29.24 | \$14.29    |
| SOUTHLAND          | CT   | PRV | 279   | 2 | 0.05 | 0.63  | \$29.24 | \$18.54    |
| SOUTHPORT          | DR   | PUB | 1598  | 2 | 0.30 | 3.63  | \$29.24 | \$106.19   |
| SOUTHWINDS         | DR   | PUB | 2991  | 2 | 0.57 | 6.80  | \$29.24 | \$198.77   |
| SPARTON            | AV   | PUB | 1212  | 2 | 0.23 | 2.75  | \$29.24 | \$80.54    |
| SPOTTSWOODE        | CT   | PUB | 366   | 2 | 0.07 | 0.83  | \$29.24 | \$24.32    |
| SPOUT              | LN   | PUB | 376   | 2 | 0.07 | 0.85  | \$29.24 | \$24.99    |
| SPRING             | DR   | PRV | 1833  | 2 | 0.35 | 4.17  | \$29.24 | \$121.81   |
| SPRING OAK         | LN   | PUB | 315   | 2 | 0.06 | 0.72  | \$29.24 | \$20.93    |
| SPRINGVIEW         | DR   | PUB | 1064  | 2 | 0.20 | 2.42  | \$29.24 | \$70.71    |
| SPRINGWOOD         | SQ   | PUB | 1308  | 2 | 0.25 | 2.97  | \$29.24 | \$86.92    |
| SPRUCE CREEK       | RD   | PUB | 16273 | 2 | 3.08 | 36.98 | \$29.24 | \$1,081.41 |
| SPRUCE CREEK WOODS | DR   | PUB | 4534  | 2 | 0.86 | 10.30 | \$29.24 | \$301.30   |
| SPRUCE POINT       | CIR  | PUB | 3107  | 2 | 0.59 | 7.06  | \$29.24 | \$206.47   |
| SPRUCEVIEW         | DR   | PUB | 612   | 2 | 0.12 | 1.39  | \$29.24 | \$40.67    |
| SQUIRREL NEST      | LN   | PUB | 1154  | 2 | 0.22 | 2.62  | \$29.24 | \$76.69    |
| ST REGIS           | WAY  | PUB | 2388  | 2 | 0.45 | 5.43  | \$29.24 | \$158.69   |
| ST THOMAS          | CT   | PUB | 890   | 2 | 0.17 | 2.02  | \$29.24 | \$59.14    |
| STEPPING STONE     | CT   | PUB | 156   | 2 | 0.03 | 0.35  | \$29.24 | \$10.37    |
| STERLING CHASE     | DR   | PUB | 2681  | 2 | 0.51 | 6.09  | \$29.24 | \$178.16   |
| STEWART            | AV   | PUB | 2647  | 2 | 0.50 | 6.02  | \$29.24 | \$175.91   |
| STILLWOOD          | CT   | PUB | 1293  | 2 | 0.24 | 2.94  | \$29.24 | \$85.93    |
| STONE GATE         | LN   | PUB | 1549  | 2 | 0.29 | 3.52  | \$29.24 | \$102.94   |

# EXHIBIT "1"

|              |      |     |      |   |      |       |         |          |
|--------------|------|-----|------|---|------|-------|---------|----------|
| STONEHEATH   | LN   | PUB | 1741 | 2 | 0.33 | 3.96  | \$29.24 | \$115.70 |
| STONY POINT  | DR   | PUB | 886  | 2 | 0.17 | 2.01  | \$29.24 | \$58.88  |
| STONYBROOK   | CIR  | PUB | 4312 | 2 | 0.82 | 9.80  | \$29.24 | \$286.55 |
| STORYBROOKE  | LN   | PUB | 516  | 2 | 0.10 | 1.17  | \$29.24 | \$34.29  |
| STRATFORD    | SQ   | PUB | 1010 | 2 | 0.19 | 2.30  | \$29.24 | \$67.12  |
| STUART       | CIR  | PRV | 190  | 2 | 0.04 | 0.43  | \$29.24 | \$12.63  |
| SUGAR CANE   | LN   | PUB | 832  | 2 | 0.16 | 1.89  | \$29.24 | \$55.29  |
| SUGAR GROVE  | CT   | PUB | 521  | 2 | 0.10 | 1.18  | \$29.24 | \$34.62  |
| SUGAR HOUSE  | CT   | PUB | 174  | 2 | 0.03 | 0.40  | \$29.24 | \$11.56  |
| SUGAR HOUSE  | DR   | PUB | 2865 | 2 | 0.54 | 6.51  | \$29.24 | \$190.39 |
| SUGAR HOUSE  | BLVD | PUB | 494  | 2 | 0.09 | 1.12  | \$29.24 | \$32.83  |
| SUGARPLUM    | LN   | PUB | 1414 | 2 | 0.27 | 3.21  | \$29.24 | \$93.97  |
| SUMMER       | CIR  | PRV | 217  | 2 | 0.04 | 0.49  | \$29.24 | \$14.42  |
| SUMMER TREES | RD   | PUB | 8101 | 2 | 1.53 | 18.41 | \$29.24 | \$538.35 |
| SUMMERLAKE   | DR   | PUB | 665  | 2 | 0.13 | 1.51  | \$29.24 | \$44.19  |
| SUN LAKE     | DR   | PUB | 1165 | 2 | 0.22 | 2.65  | \$29.24 | \$77.42  |
| SUNRISE OAKS | DR   | PUB | 1437 | 2 | 0.27 | 3.27  | \$29.24 | \$95.50  |
| SUNSET COVE  | DR   | PUB | 5221 | 2 | 0.99 | 11.87 | \$29.24 | \$346.96 |
| SUNSHINE     | LN   | PRV | 216  | 2 | 0.04 | 0.49  | \$29.24 | \$14.35  |
| SURREY PARK  | DR   | PUB | 2151 | 2 | 0.41 | 4.89  | \$29.24 | \$142.94 |
| SWALLOW TAIL | DR   | PUB | 5653 | 2 | 1.07 | 12.85 | \$29.24 | \$375.67 |
| SWAN LAKE    | DR   | PRV | 2049 | 2 | 0.39 | 4.66  | \$29.24 | \$136.17 |
| SWEET GROVE  | CT   | PUB | 388  | 2 | 0.07 | 0.88  | \$29.24 | \$25.78  |
| SWEETGUM     | LN   | PUB | 587  | 2 | 0.11 | 1.33  | \$29.24 | \$39.01  |
| SWEETWATER   | BLVD | PUB | 2638 | 2 | 0.50 | 6.00  | \$29.24 | \$175.31 |
| SWEETWOOD    | DR   | PUB | 966  | 2 | 0.18 | 2.20  | \$29.24 | \$64.20  |
| SWORDFERN    | CT   | PRV | 820  | 2 | 0.16 | 1.86  | \$29.24 | \$54.49  |
| SYDNEY       | ST   | PUB | 1742 | 2 | 0.33 | 3.96  | \$29.24 | \$115.76 |
| TALL PINE    | DR   | PUB | 2559 | 2 | 0.48 | 5.82  | \$29.24 | \$170.06 |
| TALO         | CIR  | PUB | 293  | 2 | 0.06 | 0.67  | \$29.24 | \$19.47  |
| TAMMANY      | WAY  | PUB | 248  | 2 | 0.05 | 0.56  | \$29.24 | \$16.48  |
| TAMMY        | CT   | PUB | 278  | 2 | 0.05 | 0.63  | \$29.24 | \$18.47  |
| TANGLEWOOD   | AV   | PRV | 2209 | 2 | 0.42 | 5.02  | \$29.24 | \$146.80 |
| TARA MARIE   | LN   | PUB | 1585 | 2 | 0.30 | 3.60  | \$29.24 | \$105.33 |

# EXHIBIT "1"

|                 |      |     |      |   |      |       |         |          |
|-----------------|------|-----|------|---|------|-------|---------|----------|
| TARLETON        | LN   | PUB | 862  | 2 | 0.16 | 1.96  | \$29.24 | \$57.28  |
| TARRY TOWN      | TR   | PUB | 2777 | 2 | 0.53 | 6.31  | \$29.24 | \$184.54 |
| TAYLOR          | AV   | PUB | 7761 | 2 | 1.47 | 17.64 | \$29.24 | \$515.75 |
| TAYLOR BRANCH   | RD   | PUB | 443  | 2 | 0.08 | 1.01  | \$29.24 | \$29.44  |
| TAYLORWOOD      | DR   | PUB | 625  | 2 | 0.12 | 1.42  | \$29.24 | \$41.53  |
| TEABERRY        | LN   | PRV | 837  | 2 | 0.16 | 1.90  | \$29.24 | \$55.62  |
| TERRACE VILLAGE | DR   | PUB | 1252 | 2 | 0.24 | 2.85  | \$29.24 | \$83.20  |
| THISTLE         | LN   | PUB | 434  | 2 | 0.08 | 0.99  | \$29.24 | \$28.84  |
| THOMAS          | DR   | PUB | 1841 | 2 | 0.35 | 4.18  | \$29.24 | \$122.34 |
| THOMASINA       | DR   | PUB | 1870 | 2 | 0.35 | 4.25  | \$29.24 | \$124.27 |
| TIM             | CT   | PUB | 137  | 2 | 0.03 | 0.31  | \$29.24 | \$9.10   |
| TIMBER          | TR   | PUB | 1533 | 2 | 0.29 | 3.48  | \$29.24 | \$101.87 |
| TIMBERWOOD      | DR   | PUB | 1078 | 2 | 0.20 | 2.45  | \$29.24 | \$71.64  |
| TOMPKINS        | DR   | PUB | 3255 | 2 | 0.62 | 7.40  | \$29.24 | \$216.31 |
| TONDREAU        | CT   | PUB | 250  | 2 | 0.05 | 0.57  | \$29.24 | \$16.61  |
| TONKA           | DR   | PUB | 423  | 2 | 0.08 | 0.96  | \$29.24 | \$28.11  |
| TORTOISE CREEK  | LN   | PUB | 1169 | 2 | 0.22 | 2.66  | \$29.24 | \$77.69  |
| TOUCHSTONE      | CIR  | PUB | 2289 | 2 | 0.43 | 5.20  | \$29.24 | \$152.11 |
| TOURO           | DR   | PUB | 973  | 2 | 0.18 | 2.21  | \$29.24 | \$64.66  |
| TOWN PARK       | DR   | PUB | 4787 | 2 | 0.91 | 10.88 | \$29.24 | \$318.12 |
| TOWN WEST       | BLVD | PUB | 8336 | 2 | 1.58 | 18.95 | \$29.24 | \$553.97 |
| TRACY           | DR   | PUB | 4655 | 2 | 0.88 | 10.58 | \$29.24 | \$309.35 |
| TRAFALGA        | AV   | PUB | 786  | 2 | 0.15 | 1.79  | \$29.24 | \$52.23  |
| TRAIL SIDE      | DR   | PUB | 1008 | 2 | 0.19 | 2.29  | \$29.24 | \$66.99  |
| TRAILS END      | DR   | PRV | 462  | 2 | 0.09 | 1.05  | \$29.24 | \$30.70  |
| TRAILWOOD       | DR   | PUB | 4476 | 2 | 0.85 | 10.17 | \$29.24 | \$297.45 |
| TRAKIA          | TR   | PUB | 570  | 2 | 0.11 | 1.30  | \$29.24 | \$37.88  |
| TRAVIS          | CT   | PUB | 166  | 2 | 0.03 | 0.38  | \$29.24 | \$11.03  |
| TREE GARDEN     | DR   | PUB | 1058 | 2 | 0.20 | 2.40  | \$29.24 | \$70.31  |
| TRIBUTORY       | LN   | PUB | 2347 | 2 | 0.44 | 5.33  | \$29.24 | \$155.97 |
| TROPIC          | DR   | PRV | 1330 | 2 | 0.25 | 3.02  | \$29.24 | \$88.38  |
| TROPICAL        | CT   | PRV | 263  | 2 | 0.05 | 0.60  | \$29.24 | \$17.48  |
| TUDOR           | WAY  | PRV | 629  | 2 | 0.12 | 1.43  | \$29.24 | \$41.80  |
| TULA            | DR   | PUB | 1054 | 2 | 0.20 | 2.40  | \$29.24 | \$70.04  |

# EXHIBIT "1"

|                        |      |     |      |   |      |       |         |          |
|------------------------|------|-----|------|---|------|-------|---------|----------|
| TUMBLEBROOK            | DR   | PUB | 5448 | 2 | 1.03 | 12.38 | \$29.24 | \$362.04 |
| TUMBLER                | DR   | PUB | 644  | 2 | 0.12 | 1.46  | \$29.24 | \$42.80  |
| TUMBLEWEED             | TR   | PUB | 1241 | 2 | 0.24 | 2.82  | \$29.24 | \$82.47  |
| TURTLE CREEK           | DR   | PUB | 360  | 2 | 0.07 | 0.82  | \$29.24 | \$23.92  |
| TURTON                 | ST   | PUB | 2414 | 2 | 0.46 | 5.49  | \$29.24 | \$160.42 |
| TYLER                  | DR   | PRV | 271  | 2 | 0.05 | 0.62  | \$29.24 | \$18.01  |
| UNDERBRUSH             | TR   | PUB | 480  | 2 | 0.09 | 1.09  | \$29.24 | \$31.90  |
| UPLAND                 | DR   | PUB | 1128 | 2 | 0.21 | 2.56  | \$29.24 | \$74.96  |
| VAGABOND               | DR   | PUB | 1210 | 2 | 0.23 | 2.75  | \$29.24 | \$80.41  |
| VALLEY                 | ST   | PUB | 638  | 2 | 0.12 | 1.45  | \$29.24 | \$42.40  |
| VANESSA                | CT   | PRV | 180  | 2 | 0.03 | 0.41  | \$29.24 | \$11.96  |
| VAUGHN                 | RD   | PUB | 263  | 2 | 0.05 | 0.60  | \$29.24 | \$17.48  |
| VEEDER                 | CT   | PRV | 102  | 2 | 0.02 | 0.23  | \$29.24 | \$6.78   |
| VENDIG                 | ST   | PUB | 520  | 2 | 0.10 | 1.18  | \$29.24 | \$34.56  |
| VENETIAN               | CIR  | PUB | 424  | 2 | 0.08 | 0.96  | \$29.24 | \$28.18  |
| VENTERS                | ST   | PUB | 552  | 2 | 0.10 | 1.25  | \$29.24 | \$36.68  |
| VICTORIA               | DR   | PRV | 1328 | 2 | 0.25 | 3.02  | \$29.24 | \$88.25  |
| VIKING                 | DR   | PUB | 2610 | 2 | 0.49 | 5.93  | \$29.24 | \$173.45 |
| VILLAGE                | TR   | PUB | 3553 | 2 | 0.67 | 8.08  | \$29.24 | \$236.11 |
| VILLAGES OF ROYAL PALM | BLVD | PRV | 3504 | 2 | 0.66 | 7.96  | \$29.24 | \$232.86 |
| VILLAS                 | LN   | PUB | 464  | 2 | 0.09 | 1.05  | \$29.24 | \$30.83  |
| VINTAGE                | LN   | PUB | 2800 | 2 | 0.53 | 6.36  | \$29.24 | \$186.07 |
| VIRGINIA               | AV   | PUB | 1453 | 2 | 0.28 | 3.30  | \$29.24 | \$96.56  |
| VISTA VIEW             | CIR  | PUB | 352  | 2 | 0.07 | 0.80  | \$29.24 | \$23.39  |
| VOSS                   | PL   | PUB | 284  | 2 | 0.05 | 0.65  | \$29.24 | \$18.87  |
| WALES                  | AV   | PUB | 2690 | 2 | 0.51 | 6.11  | \$29.24 | \$178.76 |
| WALL                   | ST   | PRV | 571  | 2 | 0.11 | 1.30  | \$29.24 | \$37.95  |
| WALTON                 | BLVD | PRV | 1733 | 2 | 0.33 | 3.94  | \$29.24 | \$115.17 |
| WARBLER                | CT   | PUB | 179  | 2 | 0.03 | 0.41  | \$29.24 | \$11.90  |
| WARD LAKE              | DR   | PUB | 2627 | 2 | 0.50 | 5.97  | \$29.24 | \$174.58 |
| WARNOCK                | PL   | PUB | 570  | 2 | 0.11 | 1.30  | \$29.24 | \$37.88  |
| WATERBRIDGE            | CIR  | PUB | 2342 | 2 | 0.44 | 5.32  | \$29.24 | \$155.64 |
| WATERFORD POINT        | DR   | PUB | 482  | 2 | 0.09 | 1.10  | \$29.24 | \$32.03  |
| WATERHOUSE             | CT   | PUB | 179  | 2 | 0.03 | 0.41  | \$29.24 | \$11.90  |

# EXHIBIT "1"

|                    |      |     |      |   |      |       |         |          |
|--------------------|------|-----|------|---|------|-------|---------|----------|
| WATERS EDGE        | BLVD | PUB | 3906 | 2 | 0.74 | 8.88  | \$29.24 | \$259.57 |
| WEeping ELm        | CIR  | PRV | 2178 | 2 | 0.41 | 4.95  | \$29.24 | \$144.74 |
| WELLFIELD          | DR   | PUB | 1611 | 2 | 0.31 | 3.66  | \$29.24 | \$107.06 |
| WELLMAN            | ST   | PUB | 472  | 2 | 0.09 | 1.07  | \$29.24 | \$31.37  |
| WEMBLEY            | CIR  | PUB | 3689 | 2 | 0.70 | 8.38  | \$29.24 | \$245.15 |
| WENDAM             | CT   | PUB | 972  | 2 | 0.18 | 2.21  | \$29.24 | \$64.59  |
| WESLEY PARK        | DR   | PUB | 561  | 2 | 0.11 | 1.28  | \$29.24 | \$37.28  |
| WEST GATE          | DR   | PUB | 656  | 2 | 0.12 | 1.49  | \$29.24 | \$43.59  |
| WESTMINSTER        | DR   | PUB | 430  | 2 | 0.08 | 0.98  | \$29.24 | \$28.58  |
| WESTPORT           | DR   | PUB | 1500 | 2 | 0.28 | 3.41  | \$29.24 | \$99.68  |
| WESTRIDGE          | AV   | PUB | 1378 | 2 | 0.26 | 3.13  | \$29.24 | \$91.57  |
| WEXFORD            | WAY  | PUB | 3198 | 2 | 0.61 | 7.27  | \$29.24 | \$212.52 |
| WHIPORWILL         | DR   | PUB | 5134 | 2 | 0.97 | 11.67 | \$29.24 | \$341.18 |
| WHISPERING TREES   | LN   | PUB | 1807 | 2 | 0.34 | 4.11  | \$29.24 | \$120.08 |
| WHISPERING WIND    | CT   | PUB | 286  | 2 | 0.05 | 0.65  | \$29.24 | \$19.01  |
| WHIT               | CT   | PUB | 665  | 2 | 0.13 | 1.51  | \$29.24 | \$44.19  |
| WHITE              | PL   | PUB | 1748 | 2 | 0.33 | 3.97  | \$29.24 | \$116.16 |
| WHITE ACRES        | LN   | PRV | 1550 | 2 | 0.29 | 3.52  | \$29.24 | \$103.00 |
| WHITE WILLOW       | LN   | PUB | 439  | 2 | 0.08 | 1.00  | \$29.24 | \$29.17  |
| WHITEHALL          | CT   | PRV | 301  | 2 | 0.06 | 0.68  | \$29.24 | \$20.00  |
| WILD HOLLY         | DR   | PUB | 1154 | 2 | 0.22 | 2.62  | \$29.24 | \$76.69  |
| WILD PECAN         | CT   | PUB | 426  | 2 | 0.08 | 0.97  | \$29.24 | \$28.31  |
| WILDWOOD           | CIR  | PUB | 1789 | 2 | 0.34 | 4.07  | \$29.24 | \$118.89 |
| WILLIAMS           | ST   | PRV | 543  | 2 | 0.10 | 1.23  | \$29.24 | \$36.08  |
| WILLIAMS           | LN   | PRV | 641  | 2 | 0.12 | 1.46  | \$29.24 | \$42.60  |
| WILLIAMS           | RD   | PRV | 1498 | 2 | 0.28 | 3.40  | \$29.24 | \$99.55  |
| WILLIS             | AV   | PUB | 111  | 2 | 0.02 | 0.25  | \$29.24 | \$7.38   |
| WILLOW             | AV   | PUB | 2190 | 2 | 0.41 | 4.98  | \$29.24 | \$145.54 |
| WILLOW IN THE WOOD |      |     |      |   |      |       |         |          |
| WILLOW RUN         | DR   | PUB | 677  | 2 | 0.13 | 1.54  | \$29.24 | \$44.99  |
| WILLOW RUN         | BLVD | PUB | 1423 | 2 | 0.27 | 3.23  | \$29.24 | \$94.56  |
| WILLOW TRAIL       | RUN  | PUB | 6957 | 2 | 1.32 | 15.81 | \$29.24 | \$462.32 |
| WILLOW WOOD        | DR   | PRV | 1018 | 2 | 0.19 | 2.31  | \$29.24 | \$67.65  |
| WILSON             | DR   | PUB | 1222 | 2 | 0.23 | 2.78  | \$29.24 | \$81.21  |
|                    | DR   | PUB | 1276 | 2 | 0.24 | 2.90  | \$29.24 | \$84.80  |

# EXHIBIT "1"

|               |      |     |      |   |      |       |         |          |
|---------------|------|-----|------|---|------|-------|---------|----------|
| WILTSHIRE     | BLVD | PUB | 1604 | 2 | 0.30 | 3.65  | \$29.24 | \$106.59 |
| WIMBLEDON     | CT   | PUB | 1883 | 2 | 0.36 | 4.28  | \$29.24 | \$125.13 |
| WINCHESTER    | DR   | PUB | 503  | 2 | 0.10 | 1.14  | \$29.24 | \$33.43  |
| WINDING RIDGE | LN   | PUB | 1404 | 2 | 0.27 | 3.19  | \$29.24 | \$93.30  |
| WINDRIDGE     | CT   | PRV | 310  | 2 | 0.06 | 0.70  | \$29.24 | \$20.60  |
| WINDSOR       | DR   | PRV | 5787 | 2 | 1.10 | 13.15 | \$29.24 | \$384.57 |
| WINDSOR HILL  | DR   | PUB | 533  | 2 | 0.10 | 1.21  | \$29.24 | \$35.42  |
| WINDWARD      | CT   | PRV | 500  | 2 | 0.09 | 1.14  | \$29.24 | \$33.23  |
| WINDY         | LN   | PRV | 417  | 2 | 0.08 | 0.95  | \$29.24 | \$27.71  |
| WINGATE       | TR   | PUB | 2247 | 2 | 0.43 | 5.11  | \$29.24 | \$149.32 |
| WISHING WELL  | DR   | PUB | 710  | 2 | 0.13 | 1.61  | \$29.24 | \$47.18  |
| WOOD          | ST   | PUB | 3328 | 2 | 0.63 | 7.56  | \$29.24 | \$221.16 |
| WOOD GATE     | DR   | PUB | 397  | 2 | 0.08 | 0.90  | \$29.24 | \$26.38  |
| WOODACRES     | CT   | PUB | 622  | 2 | 0.12 | 1.41  | \$29.24 | \$41.33  |
| WOODBRIAR     | TR   | PUB | 1204 | 2 | 0.23 | 2.74  | \$29.24 | \$80.01  |
| WOODCLIFF     | RD   | PRV | 1318 | 2 | 0.25 | 3.00  | \$29.24 | \$87.59  |
| WOODCOVE      | DR   | PUB | 1184 | 2 | 0.22 | 2.69  | \$29.24 | \$78.68  |
| WOODDUSK      | DR   | PUB | 239  | 2 | 0.05 | 0.54  | \$29.24 | \$15.88  |
| WOODFIELD     | DR   | PUB | 414  | 2 | 0.08 | 0.94  | \$29.24 | \$27.51  |
| WOODLAKE      | DR   | PUB | 3663 | 2 | 0.69 | 8.33  | \$29.24 | \$243.42 |
| WOODMAR       | DR   | PUB | 519  | 2 | 0.10 | 1.18  | \$29.24 | \$34.49  |
| WOODPOINT     | TER  | PUB | 1444 | 2 | 0.27 | 3.28  | \$29.24 | \$95.96  |
| WOODPORT      | DR   | PUB | 404  | 2 | 0.08 | 0.92  | \$29.24 | \$26.85  |
| WOODSIDE      | DR   | PUB | 258  | 2 | 0.05 | 0.59  | \$29.24 | \$17.15  |
| WOODSTOCK     | DR   | PUB | 1346 | 2 | 0.25 | 3.06  | \$29.24 | \$89.45  |
| WOODVIEW      | DR   | PUB | 1106 | 2 | 0.21 | 2.51  | \$29.24 | \$73.50  |
| YEARLING      | TR   | PUB | 812  | 2 | 0.15 | 1.85  | \$29.24 | \$53.96  |
| YELLOWFIN     | DR   | PUB | 1957 | 2 | 0.37 | 4.45  | \$29.24 | \$130.05 |
| YELLOWSTONE   | DR   | PUB | 2321 | 2 | 0.44 | 5.28  | \$29.24 | \$154.24 |
| YORK          | WAY  | PUB | 1577 | 2 | 0.30 | 3.58  | \$29.24 | \$104.80 |
| YORKTOWNE     | BLVD | PUB | 5248 | 2 | 0.99 | 11.93 | \$29.24 | \$348.75 |
| YOSEMITE      | DR   | PUB | 649  | 2 | 0.12 | 1.48  | \$29.24 | \$43.13  |
| YOUNG         | ST   | PRV | 557  | 2 | 0.11 | 1.27  | \$29.24 | \$37.02  |
| ZACARY        | LN   | PUB | 164  | 2 | 0.03 | 0.37  | \$29.24 | \$10.90  |

|      |     |     |     |      |        |      |         |             |
|------|-----|-----|-----|------|--------|------|---------|-------------|
| ZION | CIR | PUB | 131 | 2    | 0.02   | 0.30 | \$29.24 | \$8.71      |
|      |     |     |     | 1970 | 269.74 |      |         | \$94,645.85 |





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Change Order No 1 to Task Authorization No 3 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve Change Order No 1 to Task Authorization No 3 contract for Engineering Services with Kimley-Horn and Associates, Inc. and to authorize the Mayor and City Clerk to execute all required contract documents.

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**SUMMARY:** On August 18, 2015 the Council approved Task Authorization No 3 to the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the evaluation of the City's Biosolids management options including assistance in developing an RFP to secure a long term agreement for Biosolids hauling and disposal.

Change Order No 1 to Task Authorization No 3 is required to cover the request for a 90 day final completion date. The original final complete date will be November 25, 2015, with this change order it will be moved to February 25, 2016. This time extension is necessary to properly complete the RFP process, evaluation of RFP's and prepare a recommendation for council consideration. There is no cost increase associated with this request.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                                            |                                                          |
|----|--------------------------------------------|----------------------------------------------------------|
| 1. | Change Order No 1 to Task No 3 signed      | Port Orange Task Authorization No 3 signed by vendor.pdf |
| 2. | Approved Task Authorization No 3 Documents | Task Auth 3 Kimley Horn.pdf                              |

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Wiggins, Julia  
Wilson, Rick  
Neff, Andrew  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/18/2015  
Approved - 09/18/2015  
Approved - 09/22/2015  
Approved - 09/30/2015  
Final Approval - 10/01/2015

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CHANGE ORDER NO. 1  
To Task Authorization No 3, dated August 19, 2015  
Master Contract for Engineering Services, dated March 17, 2015  
Kimley-Horn and Associates, Inc., Contractor

Project: Task Authorization No 3 for Wastewater Treatment Facility Biosolids Processing Evaluation – (purchase order dated August 25, 2015)

The following changes are hereby made to the Contract Documents:

| CHANGE IN CONTRACT PRICE:                                       | CHANGE IN CONTRACT TIMES:                                                                                                                          |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$47,578                        | Original Contract Times<br><br>Substantial Completion:            days<br><br>Final Completion                      90 days<br>(November 25, 2015) |
| Net changes from previous Change Order No __:                   | Changes in contract time from previous Change Orders:<br><br><br><br>0 days                                                                        |
| Contract Price prior to this Change Order:<br><br>\$47,578      | Contract Completion Date prior to this Change Order:<br><br>Final Completion: November 25, 2015                                                    |
| Net Increase (decrease) of this Change Order No 1 :<br><br>\$ 0 | Changes in contract time requested this Change Order No. 1: (Requires Council Approval)<br><br><br>90 days                                         |
| Contract Price with all approved Change Orders:<br><br>\$47,578 | Contract Times with all approved Change Orders:<br><br>Final Completion:    February 25, 2016                                                      |

## CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover the work to be performed under the Task Authorization No 3 entered into by and between parties on August 19, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.
- II. **REQUIRED CHANGES:** To provide necessary extension of time to complete the scope of services outline under Purchase Order No 070419 dated August 25, 2015. These services are related to the Wastewater Treatment Facility Biosolids Processing Evaluation. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** Change Order No 1 to Task Authorization No 3 is required to move the final completion dated from November 25, 2015 to February 25, 2016 to allow for sufficient time to prepare, solicit and properly evaluate the RFP. This is an increase of 90 days with no cost increase.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 3 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Forty-seven Thousand Five Hundred Seventy-eight dollars cents (\$47,578.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:  
**KENNY HO, PUBLIC UTILITIES ENGINEER**  
Department Project Manager

By: \_\_\_\_\_

Date Signed: SEPT 25, 2015

RECOMMENDED BY:

\_\_\_\_\_  
City's Representative

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ACCEPTED BY:  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
Contractor

By: \_\_\_\_\_

Lewis Bryant, Proj. Manager, Associate

Date Signed: 9/21/15

RECOMMENDED BY:

\_\_\_\_\_  
Engineer of Record

By: \_\_\_\_\_

Printed Name: Malcolm L. Bryant

Title: Project Manager, Associate

Date Signed: 9/21/15

APPROVED BY:  
CITY OF PORT ORANGE  
Department Head

By: Andrew Neff  
Andrew Neff, Public Utilities Director

Date Signed: 9/25/2015

City Manager

By: M. H. Johansson  
M. H. Johansson, City Manager

Date Signed: 9/25/15

If Council approval is required:

Affirmed:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_





September 16, 2015

Julia Wiggins  
City of Port Orange  
Public Utilities  
1000 City Center Circle  
Port Orange, Florida 32129

**RE:     *Wastewater Treatment Facility Biosolids Processing Evaluation  
Kimley-Horn Task Authorization No. 3***

Dear Ms. Wiggins:

The above referenced task authorization was approved by City Council with a stipulated 90-day project completion duration. The project work scope includes assisting the City with preparation, advertisement, and evaluation of a request for proposal (RFP) for biosolids treatment/disposal options. We estimate that this work will require an additional 90 days or more to complete, depending on procurement procedural requirements and Council approval processes. Therefore, we request contract completion extension of 90 days for a total project duration of 180 days.

Kimley-Horn received the approved purchase order (dated August 25, 2015) on August 27, 2015. With the additional 90 day contract extension, the project completion date will be February 23, 2016.

Please note that much of the project schedule will depend on certain approvals and evaluation processes that could result in additional schedule extension requests. However, we will endeavor to complete the project within the 180 day time frame.

Please contact us if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Lewis Bryant", with a stylized flourish at the end.

M. Lewis Bryant, P.E.

MLB/aep

Cc:     Andrew Neff, Utilities Director  
File

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**TASK AUTHORIZATION NO. 3**

**Master contract for Engineering Services dated March 17, 2015**

**Between the City of Port Orange, Florida and Kimley-Horn and 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), 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. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Wastewater Treatment Facility Biosolids Processing Evaluation as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 3 Exhibit "A."
3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Forty-seven Thousand Five Hundred Seventy-eight Dollars no cents (\$47,578.00)**. 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.
5. 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 Engineer and the City until the City signs this Task Authorization.

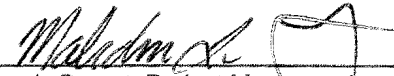
IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**KIMLEY-HORN AND ASSOCIATES, INC.**



Printed Name: NICHOLAS MORA

By: 

Lewis Bryant, Project Manager, Associate



Printed Name: Ashley Par-Due

Date: 7/30/15



Witnesses:

CITY OF PORT ORANGE

Frances Gennell  
Printed Name: Frances Gennell

By: Allen Green  
Allen Green, Mayor

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

Date: 8/19/15

Witnesses:

ATTEST:

Frances Gennell  
Printed Name: Frances Gennell

By: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

Date: 8/19/15

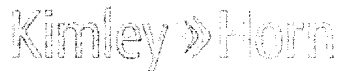
[CA ]

Task Authorization No. 3

Exhibit "A"

Kimley-Horn and Associates, Inc.

WWTF Biosolids Processing Evaluation



## **PORT ORANGE WWTF Biosolids Processing Evaluation**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant Master Agreement (RFSQ #14-23), which is incorporated herein by reference.

### ***General Category of Services:***

The scope of work presented below was prepared following a discussion with the City of Port Orange staff regarding biosolids processing options. The City requested Kimley-Horn to prepare a literature review and summary report of existing biosolids processing options including stabilization, dewatering, and hauling/disposal options. Additionally, the City requested Kimley-Horn's assistance with preparing a request for proposals (RFP) seeking vendor proposals for biosolids processing systems. The biosolids evaluation will include but not be limited to the following elements:

- Literature review of current biosolids stabilization and dewatering options available to the City of Port Orange.
- Preparation of a summary report describing biosolids stabilization and dewatering options including budgetary pricing, performance comparisons, and advantage/disadvantage identification.
- Identification of available biosolids hauling/disposal companies able to serve the City of Port Orange (including conditions of service and budgetary hauling/disposal costs).
- Preparation of a biosolids processing RFP based on staff input and examples used by similar communities.

### ***Specific Scope of Basic Services:***

#### **Task 1 – Biosolids Processing Review**

- A. Kimley-Horn will conduct a literature review of current biosolids stabilization and dewatering system options available to the City of Port Orange. The literature review will be limited to "main stream" processes currently used by the industry and widely accepted as a proven technology. The review will include a summary of stabilization classifications and available technology to reach each classification. Additionally, the review will include a summary of available dewatering systems and performance ranges of each system.
- B. Kimley-Horn will identify available biosolids hauling/disposal companies able to serve the City of Port Orange. Kimley-Horn will identify stabilization requirements, disposal site limitations, and request budgetary hauling/disposal costs from available companies.
- C. Kimley-Horn will prepare report describing biosolids stabilization and dewatering options including budgetary pricing, performance comparisons, and advantage/disadvantage identification. Kimley-Horn will meet with City staff to present the draft analysis and discuss staff comments.

#### **Task 2 – RFP Preparation/Evaluation**

- A. Kimley-Horn will prepare a biosolids processing RFP based on staff input and example RFP's used by similar communities.
- B. Kimley-Horn will conduct a pre-RFP conference at the City of Port Orange. Kimley-Horn will provide prospective respondents with an overview of the RFP and explain the City's intent/goals of the project.

- C. Kimley-Horn will respond to requests for additional information (RFIs) and assist the City with RFP addendums as necessary during the proposal process.
- D. Kimley-Horn will conduct a meeting with City staff to discuss the responses and identify additional questions and/or clarifications that may be needed from the respondents.
- E. Kimley-Horn will prepare a written review of the RFP responses. The review will consist of the following elements for each submittal. Kimley-Horn will review the draft review with City staff prior to finalizing.
  - Process summary
  - Capital cost
  - Estimated annual O&M cost
  - Advantages/disadvantages
  - Ability to meet the City's objectives
  - Additional questions/concerns
- F. Kimley-Horn will tabulate the RFP results and provide the City with a written recommendation.

#### Task 3 – Council Presentation

- A. Kimley-Horn will prepare a draft power point presentation of the biosolids processing review and RFP results. The presentation will consist of the following elements:
  - 1. An overview of the City's biosolids processing system.
  - 2. An overview of biosolids treatment regulatory requirements.
  - 3. A summary of the stabilization, dewatering, and hauling/disposal options as described in the literature review.
  - 4. A summary of the RFP results.
- B. Kimley-Horn will provide City Staff with a copy of the draft presentation for review and comment. Kimley-Horn will make modifications to the presentation based on staff input.
- C. Kimley-Horn make the final presentation to City Council at a meeting or work shop as scheduled by the City.

#### ***Additional Services if required:***

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

#### ***Schedule:***

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide a draft biosolids review report within 45 calendar days of written authorization. The final report will be provided within 21 days of receipt of draft submittal comments. RFP assistance and City Council presentation will be performed to meet a mutually agreed upon schedule.

**Method of Compensation:**

The Engineer will complete the above scope of services on a lump sum basis for a fee of \$47,578.00 (including expenses). A breakdown of fee by task is as follows:

| Task                                 | Labor Fee          |
|--------------------------------------|--------------------|
| Task 1 – Biosolids Processing Review | Lump Sum: \$26,967 |
| Task 2 – RFP Preparation/Evaluation  | Lump Sum: \$17,645 |
| Task 3 – Council Presentation        | Lump Sum: \$2,966  |

**Other Special Terms:**

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

KIMLEY-HORN AND ASSOCIATES, INC

By: \_\_\_\_\_

(Signature)

M. Lewis Bryant, PE – Associate

(Print Name and Title)

Date: July 28, 2015

TABLE A  
COST ESTIMATE FOR SERVICES

|          |                                    |          |   |          |   |
|----------|------------------------------------|----------|---|----------|---|
| PROJECT: | Biosolids Process Review           | SHEET    | 1 | OF       | 1 |
| CLIENT:  | City of Port Orange                | FILE NO. |   |          |   |
| KHA PM:  | Lewis Bryant                       | DATE:    |   | 07/28/15 |   |
|          | City of Port Orange Approved Rates |          |   |          |   |

|               |                                        | DIRECT LABOR (MAN-HOURS) |                        |              |           |          | MAN<br>HOURS | SUB<br>(\$) | LABOR<br>TOTAL     |
|---------------|----------------------------------------|--------------------------|------------------------|--------------|-----------|----------|--------------|-------------|--------------------|
|               |                                        | Principal                | Senior<br>Professional | Professional | Technical | Clerical |              |             |                    |
| NO.           | DESCRIPTION                            | \$245.00                 | \$197.00               | \$135.00     | \$113.00  | \$65.00  |              |             |                    |
| 1.0           | Biosolids Processing Review            |                          |                        |              |           |          |              |             |                    |
|               | Biosolids Processing Literature Review |                          | 18.0                   | 36.0         | 36.0      | 9.0      |              |             | \$13,059.00        |
|               | Hauling/Disposal Evaluation            |                          | 6.0                    | 9.0          | 9.0       | 7.0      |              |             | \$3,869.00         |
|               | Report Preparations                    |                          | 14.0                   | 27.0         | 27.0      | 9.0      |              |             | \$10,039.00        |
| 2.0           | RFP Preparation/Evaluation             |                          |                        |              |           |          |              |             |                    |
|               | Prepare RFP                            |                          | 4.0                    | 12.0         | 6.0       | 9.0      |              |             | \$3,671.00         |
|               | Pre-RFP Meeting/RAI Responses          |                          | 6.0                    | 12.0         |           | 9.0      |              |             | \$3,387.00         |
|               | RFP Response Evaluation/Tabulations    |                          | 24.0                   | 24.0         | 18.0      | 9.0      |              |             | \$10,587.00        |
| 3.0           | Council Presentation                   |                          |                        |              |           |          |              |             |                    |
|               | Draft Presentation                     |                          | 2.0                    |              | 6.0       | 2.0      |              |             | \$1,202.00         |
|               | Finalize Presentation/Council Meeting  |                          | 6.0                    |              | 4.0       | 2.0      |              |             | \$1,764.00         |
| <b>TOTALS</b> |                                        | 0.0                      | 80.0                   | 120.0        | 106.0     | 56.0     | 362.0        | \$0.00      |                    |
| <b>TOTAL</b>  |                                        |                          |                        |              |           |          |              |             | <b>\$47,578.00</b> |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Piggyback City of Lakeland Contract with SiteSecure, LLC for Security Systems Repairs, Maintenance, and Upgrades and approve Task Authorization No 1 Public Utilities Security System Upgrade.

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve the Piggyback Agreement with Site Secure, LLC for Security Systems Repairs, Maintenance, and Upgrades. And to approval Task Authorization No 1 for the upgrades in an amount not to exceed \$50,275.03; and to authorize the Mayor and City Clerk to execute all required contract documents.

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**SUMMARY:** The Homeland Security Act and the Department of Environmental Protection 62-555-320 requires the City to maintain a security system to monitor and protect the City's water supply. The current security system needs upgrades and improved reliability.

Public Utilities and Information Technology staff have met with the representative from SiteSecure, LLC to determine what is the best way to upgrade and modernize our surveillance infrastructure. This project will move our current security system from analog to digital at all of the City's key utilities infrastructure locations including a link back to City Hall.

This request provides for piggybacking of the Lakeland, Florida contract with Site Secure and approve task order 1 in an amount not to exceed \$50,275.03.

Project No.: MME003 Funding Account No.: 40302005336497

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## ATTACHMENTS:

|    |                                               |                                                             |
|----|-----------------------------------------------|-------------------------------------------------------------|
| 1. | Task Authorizatin No 1 - Signed by vendor     | SiteSecure Task Authorization No 1.pdf                      |
| 2. | SiteSecure Response to Lakeland RFQ           | Lakeland RFQ 3114 Final.pdf                                 |
| 3. | SiteSecure Contract with the City of Lakeland | City of Lakeland CCNA - Fully Executed Contract.7.29.13.pdf |
| 4. | City of Lakeland Contract Extension Letter    | SiteSecure Renewal.pdf                                      |
| 5. | EPA Security Information                      | EPA Security Info.pdf                                       |
| 6. | Certificate Of Insurance                      | City of Port Orange (Site Secure) 8-12-15.pdf               |
| 7. | Piggyback Agreement                           | Revised SiteSecure, LLC Piggyback Agreement                 |

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|  |                              |
|--|------------------------------|
|  | with City of Port Orange.pdf |
|--|------------------------------|

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|                    |                                |
|--------------------|--------------------------------|
| Wiggins, Julia     | Created/Initiated - 08/11/2015 |
| Wilson, Rick       | Approved - 08/11/2015          |
| Neff, Andrew       | Approved - 08/17/2015          |
| Riehm, Tracey      | Approved - 09/09/2015          |
| Roberts, Margaret  | Approved - 09/30/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

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**TASK AUTHORIZATION NO. 1**  
**To the Piggyback Agreement dated \_\_\_\_\_**  
**Between the City of Port Orange, Florida and SiteSecure, LLC**

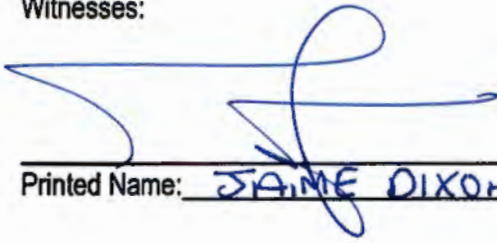
THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SITeSECURE, LLC**, a limited liability corporation with its principal place of business at 2251 Rosselle Street, Jacksonville, Florida 32204 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated \_\_\_\_\_, 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:

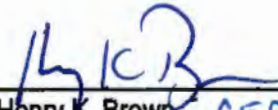
1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to Public Utilities Security System Upgrade as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 1 Exhibit "A."
3. Contractor shall complete the services to be provided herein within 120 days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Fifty Thousand Two Hundred Seventy-Five and 03/100 Dollars (\$50,275.03). 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization No. 1 Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. 1.
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.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

7/1/15 SITESECURE, LLC

  
Printed Name: JAIME DIXON

By:   
Henry K. Brown, CEO

Printed Name: \_\_\_\_\_ Date: 09-25-2015  
Printed Name: \_\_\_\_\_

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: ATTEST:

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

[CA 5046]

**Task Authorization No. 1**

**Exhibit "A"**

**SiteSecure, LLC.**

**Public Utilities Security System Upgrade**

**Proposal #8481-1-0**

# City of Port Orange - GWP CCTV Upgrades

August 10, 2015

## City of Port Orange

For:

**Rick Wilson**



**SiteSecure**  
We Put the IT in Security

**Proposal: 8481-1-0**

Presented By: Adil Ansari

317 Northlake Blvd. Suite 1020

Altamonte Springs, FL 32701

Phone: 407-328-5220

Fax: 407-328-8346

Email: aansari@mecojax.com

EC 00000011

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.

## Project Scope

8481-1-0  
8/10/2015

Our scope includes the below items with a checkmark next to them:

- |                                                                            |                                                                               |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input type="checkbox"/> Shop Drawings & Submittals                        | <input type="checkbox"/> Uninterruptible Power Supplies                       |
| <input type="checkbox"/> Permits & Inspections                             | <input type="checkbox"/> Structured Cabling (CAT6) & Terminations             |
| <input type="checkbox"/> As-Built Drawings & O&M Manuals                   | <input type="checkbox"/> Fiber Optic Cabling & Terminations                   |
| <input checked="" type="checkbox"/> End-User Training                      | <input type="checkbox"/> Fiber Patch Panels/Media Converters                  |
| <input checked="" type="checkbox"/> Man Lifts or Scaffolds                 | <input type="checkbox"/> CCTV System Software/Licenses                        |
| <input type="checkbox"/> Demolition of Existing Hardware/Wiring            | <input type="checkbox"/> CCTV System Software Maintenance Agreement           |
| <input type="checkbox"/> 120VAC Power Wiring & Conduit                     | <input type="checkbox"/> CCTV System Servers/Archivers                        |
| <input type="checkbox"/> Underground Conduits & Junction Boxes             | <input type="checkbox"/> CCTV System Workstations                             |
| <input checked="" type="checkbox"/> Above Ground Conduits & Junction Boxes | <input type="checkbox"/> Access Control System Software/Licenses              |
| <input type="checkbox"/> Terminal Cabinets/Equipment Enclosures            | <input type="checkbox"/> Access Control System Software Maintenance Agreement |
| <input checked="" type="checkbox"/> Installation of Field Devices          | <input type="checkbox"/> Door Locking Hardware                                |
| <input checked="" type="checkbox"/> Installation of System Cable/Wiring    | <input type="checkbox"/> Door Lock Power Supplies                             |
| <input checked="" type="checkbox"/> Surge Suppression                      | <input type="checkbox"/> Door/Frame Preparation                               |
| <input type="checkbox"/> Network Equipment Racks                           | <input type="checkbox"/> Sales/Use Tax                                        |
| <input checked="" type="checkbox"/> Network Switches                       | <input type="checkbox"/> Performance/Payment Bonds                            |

This proposal is for the Analog to IP conversion at City of Port Orange Water and Reclaimed Water Processing Sites. Under this scope SiteSecure (Powered by Miller) will complete below listed items.

### GWP

Remove all existing Analog Cameras and replace them with AXIS P33 series HD IP cameras. SS will pull new underground rated Cat6 cable from cameras to the enclosure.

The scope also covers installation Ditek Surge and POE injectors for all new cameras. Cameras.

### RWP

Remove all existing Analog Cameras and replace them with AXIS P33 series HD IP cameras. SS will pull new underground rated Cat6 cable from cameras to the enclosure.

The scope also covers installation Ditek Surge and POE injectors for all new cameras.

Install new WL Radio (Receiver module) at the tower. Install 2 new subscriber radios at the pole located by "Digester" and "BackGate".

### Cypress

Remove all existing Analog Cameras and replace them with AXIS P33 series HD IP cameras. SS will pull new underground rated Cat6 cable from cameras to the enclosure.

The scope also covers installation Ditek Surge and POE injectors for all new cameras. SS will install a new Cisco VPN Router for network connectivity to City Hall.

### Peninsula

Remove all existing Analog Cameras and replace them with AXIS P33 series HD IP cameras. SS will pull new underground rated Cat6 cable from cameras to the enclosure.



The scope also covers installation Ditek Surge and POE injectors for all new cameras. SS will install a new Cisco VPN Router for network connectivity to City Hall.

### **OceanPump**

Remove all existing Analog Cameras and replace them with AXIS P33 series HD IP cameras. SS will pull new underground rated Cat6 cable from cameras to the enclosure.

The scope also covers installation Ditek Surge and POE injectors for all new cameras. SS will install a new Cisco VPN Router for network connectivity to City Hall.

### **Genetec Server**

Genetec License update is also included in this quote. SiteSecure will combine 2 system ID under one and will update the existing license to reflect that change. SiteSecure's Field Engineer will also assist with and system partitions and end user training.

## Bill Of Material

8481-1-0  
8/10/2015

### Cables and Supplies

| QTY | Manufacturer | Part # | Description                           | Init Price | Ext. Price |
|-----|--------------|--------|---------------------------------------|------------|------------|
| 2   | ANIXTER      | 6NF4   | CAT6 - Rated for Underground Use 1MFT | 370.10     | \$740.20   |

### Cypress

| QTY | Manufacturer | Part #                         | Description                                                                                                                                                                                                                                                                 | Init Price | Ext. Price |
|-----|--------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 4   | AXIS         | P3365-VE                       | HDTV 1080P and H.264 - 2-megapixel day and night fixed dome network camera - Remote zoom and focus                                                                                                                                                                          | 1,074.29   | \$4,297.16 |
| 4   | Axis         | AXIS T91A67 Pole Bracket       | Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps. White. Requires mounting tool Part no: 21776         | 92.21      | \$368.84   |
| 4   | Axis         | AXIS P33-VE Series Pendant Kit | With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE, AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5 NPT threaded brackets. White | 45.64      | \$182.56   |
| 4   | DITEK        | DTK-MRJPOE                     | Power over Ethernet Surge Protection - RJ45 Connection, CAT5e                                                                                                                                                                                                               | 56.19      | \$224.76   |
| 4   | Axis         | AXIS T8133 30W Midspan         | Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.                                                                                                                                                                   | 73.59      | \$294.36   |

### GWP

| QTY | Manufacturer | Part #                         | Description                                                                                                                                                                                                                                                                 | Init Price | Ext. Price |
|-----|--------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 6   | AXIS         | P3365-VE                       | HDTV 1080P and H.264 - 2-megapixel day and night fixed dome network camera - Remote zoom and focus                                                                                                                                                                          | 1,074.29   | \$6,445.74 |
| 6   | Axis         | AXIS T91A67 Pole Bracket       | Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps. White. Requires mounting tool Part no: 21776         | 92.21      | \$553.26   |
| 6   | Axis         | AXIS P33-VE Series Pendant Kit | With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE, AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5 NPT threaded brackets. White | 45.64      | \$273.84   |
| 6   | DITEK        | DTK-MRJPOE                     | Power over Ethernet Surge Protection - RJ45 Connection, CAT5e                                                                                                                                                                                                               | 56.19      | \$337.14   |
| 6   | Axis         | AXIS T8133 30W Midspan         | Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.                                                                                                                                                                   | 73.59      | \$441.54   |

### Network

| QTY | Manufacturer | Part # | Description                                                     | Init Price | Ext. Price |
|-----|--------------|--------|-----------------------------------------------------------------|------------|------------|
| 3   | Cisco        | RV016  | Cisco Small Business RV016 Virtual Private Network (VPN) Router | 445.86     | \$1,337.58 |

### Ocean Pump

| QTY | Manufacturer | Part #   | Description                                                                                        | Init Price | Ext. Price |
|-----|--------------|----------|----------------------------------------------------------------------------------------------------|------------|------------|
| 4   | AXIS         | P3365-VE | HDTV 1080P and H.264 - 2-megapixel day and night fixed dome network camera - Remote zoom and focus | 1,074.29   | \$4,297.16 |





### Ocean Pump

| QTY | Manufacturer | Part #                         | Description                                                                                                                                                                                                                                                                | Init Price | Ext. Price |
|-----|--------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 4   | Axis         | AXIS T91A67 Pole Bracket       | Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps. White. Requires mounting tool Part no: 21776        | 92.21      | \$368.84   |
| 4   | Axis         | AXIS P33-VE Series Pendant Kit | With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5 NPT threaded brackets. White | 45.64      | \$182.56   |
| 4   | DITEK        | DTK-MRJPOE                     | Power over Ethernet Surge Protection - RJ45 Connection, CAT5e                                                                                                                                                                                                              | 56.19      | \$224.76   |
| 4   | Axis         | AXIS T8133 30W Midspan         | Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.                                                                                                                                                                  | 73.59      | \$294.36   |

### Peninsula

| QTY | Manufacturer | Part #                         | Description                                                                                                                                                                                                                                                                | Init Price | Ext. Price |
|-----|--------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 4   | AXIS         | P3365-VE                       | HDTV 1080P and H.264 - 2-megapixel day and night fixed dome network camera - Remote zoom and focus                                                                                                                                                                         | 1,074.29   | \$4,297.16 |
| 4   | Axis         | AXIS T91A67 Pole Bracket       | Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps. White. Requires mounting tool Part no: 21776        | 92.21      | \$368.84   |
| 4   | Axis         | AXIS P33-VE Series Pendant Kit | With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5 NPT threaded brackets. White | 45.64      | \$182.56   |
| 4   | DITEK        | DTK-MRJPOE                     | Power over Ethernet Surge Protection - RJ45 Connection, CAT5e                                                                                                                                                                                                              | 56.19      | \$224.76   |
| 4   | Axis         | AXIS T8133 30W Midspan         | Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.                                                                                                                                                                  | 73.59      | \$294.36   |

### RWP

| QTY | Manufacturer | Part #                         | Description                                                                                                                                                                                                                                                                | Init Price | Ext. Price |
|-----|--------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 3   | AXIS         | P3365-VE                       | HDTV 1080P and H.264 - 2-megapixel day and night fixed dome network camera - Remote zoom and focus                                                                                                                                                                         | 1,074.29   | \$3,222.87 |
| 3   | Axis         | AXIS T91A67 Pole Bracket       | Pole Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. Includes steel pole straps. White. Requires mounting tool Part no: 21776        | 92.21      | \$276.63   |
| 3   | Axis         | AXIS P33-VE Series Pendant Kit | With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5 NPT threaded brackets. White | 45.64      | \$136.92   |
| 3   | DITEK        | DTK-MRJPOE                     | Power over Ethernet Surge Protection - RJ45 Connection, CAT5e                                                                                                                                                                                                              | 56.19      | \$168.57   |
| 3   | Axis         | AXIS T8133 30W Midspan         | Single port midspan for Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4. Replaces AXIS T8123.                                                                                                                                                                  | 73.59      | \$220.77   |



**SiteSecure**  
We Put the IT In Security

### Wireless

| QTY | Manufacturer | Part #       | Description                               | Init Price | Ext. Price |
|-----|--------------|--------------|-------------------------------------------|------------|------------|
| 1   | Cambium      | C050900D002A | ePMP 1000, 5GHz 120 degree Sector Antenna | 164.31     | \$164.31   |
| 2   | Cambium      | C050900D003A | ePMP 1000, 5GHz 90 degree Sector Antenna  | 164.31     | \$328.62   |

### Project Labor Schedule

| QTY    | Description                           |
|--------|---------------------------------------|
| 24.00  | HCC - Account Manager/Project Manager |
| 100.00 | HCC - Installer                       |
| 24.00  | HCC - Field Engineer                  |
| 100.00 | HCC - Install Helper                  |

### Financial Summary

|                                 |                    |
|---------------------------------|--------------------|
| <b>Total Equipment:</b>         | <b>\$30,751.03</b> |
| <b>Total Labor:</b>             | <b>\$19,524.00</b> |
| <b>Total System Investment:</b> | <b>\$50,275.03</b> |



**SiteSecure**  
We Put the IT in Security

## Acceptance

**8481-1-0**  
**8/10/2015**

**Proposal:** City of Port Orange - GWP CCTV Upgrades

**\$50,275.03**

The following documents in this proposal are considered binding including: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Proposal Accepted: SiteSecure, LLC is authorized to proceed with the work as proposed. This proposal is valid until: 9/30/2015

|                  |                     |                  |                           |
|------------------|---------------------|------------------|---------------------------|
| <b>Purchaser</b> | City of Port Orange | <b>Seller</b>    | SiteSecure, LLC           |
| <b>By</b>        | Rick Wilson         | <b>By</b>        | Adil Ansari               |
| <b>Title</b>     |                     | <b>Title</b>     | Assistant Project Manager |
| <b>Signature</b> |                     | <b>Signature</b> |                           |
| <b>Date</b>      |                     | <b>Date</b>      | 8/10/2015                 |
| <b>PO #</b>      |                     |                  |                           |

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses and the Warranty below.

### Payment for Services

Customer agrees to SiteSecure per the agreed 'Schedule of Values' or 100% upon beneficial use of the system. The balance of the 'Schedule of Values' will be billed upon beneficial use of the system. Under no circumstances may Customer make payments directly to any subcontractor, material supplier, laborer, or any other person performing work or furnishing material under the Agreement without the prior written consent of SiteSecure. Customer shall pay Net 30.

### Warranty

The equipment installed by SiteSecure will be covered by a Warranty Plan for a period of twelve months following the date of substantial completion of the system. The system will be considered substantially completed at the time which the customer receives beneficial use of the system or is able to receive beneficial use of the system. The Warranty will cover all parts and labor during working hours (Monday-Friday from 8:00AM -5:00PM) excluding SiteSecure recognized holidays. Service can be performed on weekends or after hours at SiteSecure's standard published rates.

**Task Authorization No. 1**

**Exhibit “B”**

**Bond Documents for**

**SiteSecure,LLC**

**Public Utilities Security System Upgrade**

**Proposal #8481-1-0**

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** \_\_\_\_\_

---

**PRINCIPAL:**

Developer or Contractor: SiteSecure, LLC  
Principal Business Address: 2251 Rosselle Street  
Jacksonville, Florida 32204  
Contact Person: Andrew Bowman, P.E.  
Vice President  
Phone Number: (407) 328-5220

---

**SURETY:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

---

**OWNER:** City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: City Manager  
Phone Number: (386) 506-5501

---

**Amount:** \$50,275.03

**City Case/Project No.** MME003

**Description of Work:** Public Utilities Security System Upgrade

**Project Location:** Charles B Garnsey Water Plant  
4400 Wellfield Road  
Port Orange, Volusia County, Florida 32129

**Legal Description:** 4400 Wellfield Road, Port Orange, Florida 32129  
See attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**Garnsey Water Plant**  
**4400 Wellfield Drive, Port Orange, FL 32129**

**Full Parcel ID:**  
06-16-33-00-00-0060

**Short Parcel ID:**  
6306-00-00-0060

**EXHIBIT "A"**

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**Public Utilities Security System Upgrade**  
*Name of Project*

City Project No.MME003

Bond No. \_\_\_\_\_

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **SITSECURE, LLC** as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIFTY THOUSAND TWO HUNDRED SEVENTY-FIVE AND 03/100 DOLLARS (\$50,275.03)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of \_\_\_\_\_, 2015 entered into by and between the Principal and the City, for Public Utilities Security System Upgrade, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 2015.

Attest:

**SITESecure, LLC**

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Henry K. Brown, President

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

\_\_\_\_\_  
**NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.**

\_\_\_\_\_



City of Lakeland  
Request for Qualifications  
3114



**LAKELAND**

SEALED RFQ  
No. 3114

MASTER SERVICES AGREEMENT FOR SECURITY  
SYSTEM REPAIRS, MAINTENANCE AND  
UPGRADES (CCNA)



**SiteSecure**  
We Put the **IT** in Security

SITASECURE  
750 Monroe Road, Sanford FL 32771  
Leader in IP Based Video, License Plate Recognition Technology and Access Control Systems.  
GC C1506448 • EC 13005081 • PE 00009710

# CONTENTS

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1. ACKNOWLEDGEMENTS
2. PROFILE
3. PERSONNEL
4. FINANCE
5. CLIENTELE
6. MAINTENANCE

SITSESECURE

760 Monroe Road, Sanford FL 32771

Leader in IP-based Surveillance, Access Control and License Plate Recognition Systems

GC C1506448 • EC 13005081 • PE 00009710

## ACKNOWLEDGEMENTS

1

**SITSESECURE**

760 Monroe Road, Sanford FL 32771

Leader in IP-based Surveillance, Access Control and License Plate Recognition Systems

GC C1506448 • EC 13005081 • PE 00009710

**QUALIFICATIONS SHEET:**

**MASTER SERVICES AGREEMENT FOR SECURITY SYSTEMS REPAIRS, MAINTENANCE  
AND UPGRADES (CCNA)**

**For the  
CITY OF LAKELAND**

**APRIL 8, 2013**

**R.F.Q. NO. 3114**

**\*\*\*DO NOT SEND PRICING INFORMATION\*\*\***

Company Name SiteSecure, Inc

Company Address 760 Monroe Road

City Sanford State Florida Zip 32771

Telephone ( 407 ) 328-5220 Fax ( 407 ) 328-8346

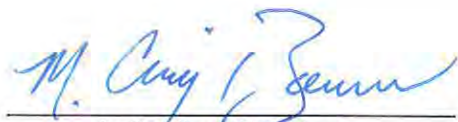
E-Mail Address cbowman@sitesecure.com

The following is in strict accordance with the City of Lakeland Request for Qualifications No. 3114, dated April 8, 2013 and all attachments referenced therein.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all submittals, and/or to accept that submittal which is in the best interest of the City. The award of this submittal, if made, may be based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this submittal to one (1) or more Respondents. The submittals will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Any Respondent sent three (3) or more requests for qualifications/proposal or invitations to bid and fails to respond may be removed from the City bid list."

**SiteSecure, Inc**

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Authorized Signature

4-23-2013

\_\_\_\_\_  
Date Signed

Melissa O'Prandy

\_\_\_\_\_  
Name of Contact for Questions  
(Please Print or Type)

(407) 963-9863

\_\_\_\_\_  
Telephone No. of Contact

## Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

\_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

(OR)

☒ Agreement is limited to Bid #, Purchase Order #, Requisition # RFQ 3114,  
or Contract dated 04/23/2013.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.





WHART-1

OP ID: DS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/13

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

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

|                                                                                                                                               |                              |                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br><b>Brown &amp; Brown of Florida, Inc.</b><br>2600 Lake Lucien Dr., Ste. 330<br>Maitland, FL 32751-7234<br>Tom D'Avanzo, CPA, CPCU | 407-660-8282<br>407-660-2012 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:<br>FAX (A/C, No):                                                                                                                                      |
| INSURED<br><b>SiteSecure, Inc.</b><br>760 Monroe Road<br>Sanford, FL 32771                                                                    |                              | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Amerisure Insurance Company<br>INSURER B : American Guarantee Liab Ins Co<br>INSURER C : Travelers Prop Cas Co of Amer<br>INSURER D :<br>INSURER E :<br>INSURER F : |
|                                                                                                                                               |                              | NAIC #<br>19488<br>26247<br>37885                                                                                                                                                                                |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ADDL INSR | SUBR WVD | POLICY NUMBER                                                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU Not Excluded<br><input checked="" type="checkbox"/> Broad Form PD<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | GL2036108<br><br>PRODUCTS/COMPLETED OPS<br>CONTRACT LIAB PER GL FORM | 04/01/13                | 04/01/14                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Emp. Ben. \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                                                                       |           |          | CA2036107                                                            | 04/01/13                | 04/01/14                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp/Coll \$ 1,000 Ded                                                                                 |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                                               |           |          | AUC 5966548-05                                                       | 04/01/13                | 04/01/14                | EACH OCCURRENCE \$ 20,000,000<br>AGGREGATE \$ 20,000,000<br>Excess of \$ GL/AL/WC                                                                                                                                                                                   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                      |           | N / A    | WC2036109                                                            | 04/01/13                | 04/01/14                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                    |
| C        | Rented & Leased<br>See 2nd Page                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |          | UM00024961MA13A                                                      | 04/01/13                | 04/01/14                |                                                                                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**FOR INFORMATION PURPOSES ONLY**

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                       |                                                                                                                                                                |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SITese1</b><br><br><b>SiteSecure, Inc.</b><br>760 Monroe Road<br>Sanford, FL 32771 | 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<br>                                                                                                                                  |

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# *State of Florida*

## *Department of State*

I certify from the records of this office that SITESECURE, INC. is a corporation organized under the laws of the State of Florida, filed on February 6, 2003, effective February 6, 2003.

The document number of this corporation is P03000016870.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 16, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this is  
the Sixteenth day of January, 2013*



*Ken DeFoner*  
**Secretary of State**

Authentication ID: CC9713143188

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



GENETEC

# *Genetec Authorized Dealer*

## SiteSecure Inc

*At 627 Progress Way  
Sanford, 32771 Florida*

*Is promoted to « **Unified Elite Partner** » for the installation, support and  
service of: Omnicast Video Surveillance Solution & Security Center, Synergis  
Access Control Solution.*

*May, 28, 2010*



*Stephan Kaiser, Sales Director USA*



AC# 6232876

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12073000461

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 07/30/2012 | 120002084    | EC13005081  |

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

REID, SCOTT  
SITESECURE, INC.  
760 MONROE RD  
SANFORD

FL 32771

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6180870

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L120702010

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 07/02/2012 | 128000785    | CGC1506448  |

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

SMITH, GEORGE E  
SITESECURE INC  
627 PROGRESS WAY  
SANFORD

FL 32771

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW



# State of Florida

Board of Professional Engineers

Attests that  
**SiteSecure, Inc.**



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015  
Audit No: 228201503717

Certificate of Authorization

CA Lic. No:  
9710

# State of Florida

Board of Professional Engineers

Attests that  
**Robert Andrew Bowman, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015  
Audit No: 228201527352

P.E. Lic. No:  
56763

# State of Florida

Board of Professional Engineers

Attests that  
**Matthew Craig Bowman, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015  
Audit No: 228201507893

P.E. Lic. No:  
57400



***MIKE SCHOOLEY***  
***SENIOR CONSULTANT CCIE #8127***

## Core Strengths

- Strategic Network Planning
- Thorough Understanding of Core Network Protocols
- Network Design and Implementation
- Wide Area Network Engineering
- Layer 7 Load Balancing
- Firewall, Router & LAN Switch Configuration, Deployment & Support
- Complex local-area and wide-area network design
- Video Surveillance Multicasting
- Quality of Service (QOS) Voice and multimedia
- Requirements determination and analysis
- Network diagnosis and troubleshooting
- Wireless

## Professional Experience

Mr. Schooley has enjoyed a 19-year career in the Computer Networking industry. During this time he has varied his engagements enough to continuously expand his area of expertise while at the same time enhancing his core competence in network design and troubleshooting.

## Notable Assignments

**VA Hospital** - Deployed Cisco wireless solution using Cisco wireless controllers, approximately 400 LWAPP access points, using FIPS compliant security with air fortress and 802.11i. During this engagement he also optimized the LAN infrastructure through the implementation of Cisco best practices.

**Mach** - Responsible for implementation of 1000 user VOIP solution using Trixbox CE. This solution spanned 6 countries 8 locations over Verizon MPLS backbone with QOS implemented. Developed RFP's for new three site Metro-Ethernet backbone in the US. Negotiated with vendors for hardware and circuits. Designed and implemented redundant WAN using BGP and OSPF for sites in India. Provided project plan within specified budget requirements.

**Computer Science Corporation** - Architected the move of over 700 users to a new location. This included working with other business functions like Facilities, Security, Engineering, etc. to manage the move of entire site with minimal to no downtime. Implemented Cisco wireless to support over 300,000 sq ft, and a new Call Manager VOIP system for the 700 users including Cisco Emergency Responder for e911, and coordinating this function with the carrier.

**Anixter, Inc., SBC Datacom** - Technology specialist responsible for the implementation of large-scale networks and integration projects. Responsibilities included contract negotiations, detailed design presentations, resource and personnel management, as well as consulting and installation services.

Network projects have supported protocols and topologies such as IP, IPX, DLSw, RIP, OSPF, BGP4, AppleTalk, NetBIOS, Source Route Bridging, DECnet, Frame Relay, PPP, ISDN, ethernet, token ring, FDDI, ATM, remote access, routing, switching, firewalls, and intrusion detection systems.

## Specialty Areas

**Planning** - Perform in-depth analysis of network infrastructure requirements, study business growth and requirements, and recommend short-term and long-term network strategies.

**Design** - Provide configurations and documentation for new security components and local and wide area networks. Develop strategies for deployment of IP and VLAN schemes, including redundancy and implementation of routing protocols such as OSPF, EIGRP, RIP, and BGP.

**Implementation** – Responsible for project management, physical implementation, and complete documentation of multiple networks consisting of Cisco Firewalls; Cisco, 3Com and Nortel Networks routers; Cisco, 3Com, and Nortel Networks LAN switches; EIGRP, IGRP, OSPF, BGP, and RIP routing protocols.

**Operations** - Provide network management and support using SNMP-based management platforms. Provide network analysis for WAN, Ethernet, and Token Ring networks using Network General Sniffer. Provide standardization guidelines for device software and configuration files.

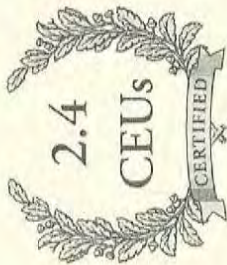
## Certification

- Cisco Certified Internetworking Expert (CCIE #8127)
- Masters of Science, Management Information Systems
- Cisco Optical Networking
- CCSA/CCSE Checkpoint



# RAM-W<sup>SM</sup> Certified

HAESTAD



METHODS

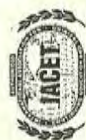


## *Risk Assessment Methodology for Water Utilities Training*

On August 13 ~ 15, 2002

**Robert Bowman**

This certificate hereby recognizes that you have successfully completed Risk Assessment Methodology for Water Utilities (RAM-W<sup>SM</sup>) Training developed by Sandia National Laboratories and the AWWA Research Foundation, and taught by Haestad Methods.



Florida CEP 00059

Walter M. Grayman, Ph.D., P.E.  
Instructor  
W. M. Grayman Consulting Engineer

Jeffrey A. Slotnick  
Instructor  
NWTC, Inc.



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## PROFILE

2

**SITASECURE**

760 Monroe Road, Sanford FL 32771

Leader in IP-based Surveillance, Access Control and License Plate Recognition Systems

GC C1506448 • EC 13005081 • PE 00009710

**SiteSecure**  
*Profile*

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SiteSecure is a Florida based corporation specializing in the design, construction and maintenance of IP-based security solutions. Our corporate office is located in Sanford, Florida with a second regional office located in Tampa enabling us to service systems throughout Florida. Wharton-Smith Construction Group, Inc. our parent corporation is also based in Sanford, Florida and was established in 1984. Wharton-Smith is an employee owned company with approximately \$350 million in annual project revenues.

SiteSecure is a registered Florida Corporation and maintains State of Florida licenses as a registered electrical contractor (EC), a certified general contractor (GC) and a registered engineering business (PE). Our preferred delivery method is Design-Build using a guaranteed maximum price (GMP). We have the capabilities to complete the entire construction process "in-house" and can truly take a system from concept to completion. We are different; we listen to the customer, evaluate the need, engineer and design the solution, and then offer a responsible estimate that makes sense. SiteSecure is budget driven but never to the detriment of the system or project. Our organization offers the lowest cost of ownership when considering the cost of initial installation, system maintenance & service over the useful life of the technology / systems. We want to build lasting relationships with our customers based on our performance as a company as well as our systems.

SiteSecure is organized into two offices. Jim Fairbanks is President and Andrew Bowman is the Vice President / Orlando Division and Craig Bowman is Vice President / Tampa Division. Andy Bowman is our Sanford Vice President and is the primary point of contact. Each office includes operations and service management personnel responsible for the field installation and service crews. This ensures that one person is responsible for coordination of technical efforts required to satisfy a customer's needs. While we have a dedicated service team, our installers will also perform periodic inspections and service calls when demand requires.

**SITSESECURE**

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**SiteSecure***Profile Continued*

P  
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SiteSecure maintains an internal technical support help desk to support our customers and employees. This highly trained group of technical service representatives provides remote system diagnostics and support. By doing so we can minimize the system down time along with providing system support & training. The use of this group usually eliminates the need to dispatch a technician to the customer site. This enables us to provide the highest level of response to our customer's needs. We also have a full-service engineering department complete with a CAD designer and network engineer. This department is responsible for the technical documentation required for a seamless installation. They also provide mock-up and demonstration capabilities that allow us to pre-configure new equipment prior to first project deployment. It is important for you, and us, to know the systems are functioning before the hardware is deployed in the field.

Our principal customer base consists of municipal government (includes cities, counties, and utilities), Fortune 500 companies, law enforcement facilities, airports, and higher education. We specialize in multi-building and multi-campus environments in which we leverage the customer's existing Ethernet network infrastructure to unify their security systems. We have successfully implemented large-scale access control and video systems for Disney Cruise Lines, Walgreens, Orlando International Airport, Orlando-Sanford International Airport, Seminole County, the Cities of Sanford, Palm Coast, St. Cloud, Cocoa, Tampa and Cape Coral. Some of our college references include St. Leo University, Hillsborough Community College, Rollins College, Stetson University, Indian River State College and Brevard Community College. We are intimately familiar with the complexities of working with multiple departments on a project deployment.

Our core belief in a non-proprietary model enables end users to support themselves, to the extent that they are comfortable doing so. This why we are a trusted partner and continue to grow relationships throughout Florida. Thank you for the opportunity for us to share our philosophy and business acumen. We look forward to working with you in the near future.

**SITASECURE**

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## PERSONNEL

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**SiteSecure**

PERSONNEL

**Key Personnel:**

Vice President Orlando: R. Andrew Bowman P.E.  
Engineering Manager: John Grocke  
Director of Operations: Scott Reid LEED AP  
Field Engineer: Gary Bangs

**GENETEC EXPERIENCE FOR SITESECURE EMPLOYEES:**

|                     |                                               |
|---------------------|-----------------------------------------------|
| Adil Ansari         | Security Center 5.1, Omnicast 5.1             |
| Victor Arias        | Security Center 5.1, Omnicast 5.1             |
| Ritchie Baez        | Security Center 5.1, Omnicast 5.1             |
| Gary Bangs          | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Danilo Borjal       | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Andy Bowman         | Security Center 4.0                           |
| Craig Bowman        | Security Center 4.0, Omnicast 4.0             |
| Justin Day          | Security Center 5.1                           |
| Esteban Garcia      | Security Center 5.1, Omnicast 5.1             |
| John Grocke         | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Spencer Himelberger | Security Center 4.0, Omnicast 5.0             |
| Jerry Hutcheson     | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| James Johannessen   | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Brandt Lilly        | Security Center 5.1, Omnicast 5.1             |
| Benjamin Murdock    | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Melissa O'Prandy    | Security Center 5.1, Omnicast 5.1             |
| Jason Page          | Security Center 5.1, Omnicast 5.1             |
| Scott Reid          | AutoVu 5.1                                    |
| Fisnik Selmani      | Security Center 5.1, Omnicast 5.1, AutoVu 5.1 |
| Lowell Stephens     | Security Center 5.1, Omnicast 5.1             |
| Craig Tupper        | Security Center 2.0                           |
| Aric Vannier        | Security Center 5.1, Omnicast 5.1             |

No one invests as much as SiteSecure in our people or trains as hard as our SiteSecure team. Our employees hold more certifications than any other company in the region and have more on-site practical knowledge of system integration than our competition. We spend the time to assemble the most competent technicians because SiteSecure builds relationships that start with hiring the best and brightest talent.

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FINANCE

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SITSESECURE

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**Credit & Financial  
Resources**

FINANCE

**U.S. Bank:**

JP Morgan Chase Bank, N.A.  
 Tammy Suiter  
 FL2-6001  
 100 N. Tampa St., Suite 3300  
 Tampa, FL 33602-5854  
 Phone: 813.286.9861  
 Fax: 813.521.3254  
 Email: tammy.suiter@jpmchase.com

**Bonding Surety:**

Western Surety Company  
 \$10 Million + Single Project Bonding Capacity  
 Guignard Company (agent)  
 Phone: 800.331.6053

**SiteSecure has no ongoing or prior contract failures, civil or criminal litigation, and is not now under pending investigation nor been judged guilty or liable for any reason whatsoever.**

**We typically do not release audited financial statements without specific questions or concerns since our solvency can be verified through DUNS and our credit references.**

**Credit References:**

1. **Genetec**  
 2880 Alfred-Nobel Blvd, Suite 400  
 Montreal, Quebec, Canada, H4S 2A4  
 Contact: Credit Department  
 Phone: 866.684.8006  
 Fax: 514.332.1692
2. **Anixter, Inc.**  
 250 Horizon Drive, Suite 300  
 Suwanee, GA 30024  
 Phone: 800.282.1238  
 Fax: 678.546.2746
3. **Seabreeze Security, Inc.**  
 839 Clay Street  
 Winter Park FL 32789  
 Contact: Credit Department  
 Phone: 407.629.2338  
 Fax: 407.629.4099
4. **Honeywell Fire Systems**  
 12 Clintonville Rd.  
 Northford, CT 06472  
 Phone: 203.484.6288  
 Fax: 203.484.5309

**Billing Address:**

SiteSecure, Inc.  
 760 Monroe Road  
 Sanford, FL 32771  
 Phone: 407.328.5220  
 Fax: 407.328.8346

**Tampa Office:**

4912 W. La Salle St.  
 Tampa, FL 33607  
 Phone: 813.286.9861

**Nature of Business:**

Design, Installation, Service and Inspections of Security, Access Control, CCTV, Fire Alarm, and Sound & Communications Systems

**SITSESECURE**

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RFQ 3114



MASTER SERVICES AGREEMENT FOR SECURITY SYSTEM REPAIRS, MAINTENANCE AND UPGRADES

CLIENTELE

5

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**City of Tampa**  
CCCTV, ACCESS CONTROL &  
STORAGE APPLIANCES



This project was originally advertised as a Qualifications Only selection of a Design-Build contractor in June 2008. Following the award of the project, design began in January 2009. 100% Design Documents were completed in September 2009 following a number of lengthy review cycles.

The Construction Agreement took several months to execute following a number of funding issues but was signed in May of 2010 for a value of \$1.5 Million. This project is complete and includes a number of physical and electronic improvements to the City's existing security systems. The aging analog CCTV system and DVRs will be upgraded to Genetec Omnicast with a number of new IP cameras being installed to supplement current coverage. The CCTV system will interface with the existing Access Control System, Verex Director, using a unique Plug-In utility developed by Genetec. Highlights for this project include a completely new CCTV and Access Control System for the Morris Bridge Pump Station in New Tampa using a new Gigabit fiber optic redundant ring architecture.

**Annual contract amount approximately \$75,000.00**  
**Period of Performance: 2010 to present**

**SiteSecure Key Personnel Involved with this Project:**

|                             |                       |
|-----------------------------|-----------------------|
| Account Manager:            | M. Craig Bowman, P.E. |
| Project Manager:            | John Grocke           |
| Field Engineer:             | Adil Ansari           |
| Service Operations Manager: | Scott Reid            |
| Installation Manager:       | Harry Tatum           |

**Client Contact:**

Rory Jones  
Project Manager, Tampa Water Department  
David L. Tippin Water Treatment Plant  
7125 N 30th St  
Tampa, FL 33610  
(813) 231-1391 Phone  
(813) 323-4220 Mobile  
Rory.Jones@ci.tampa.fl.us

**SITASECURE**

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**City of St. Cloud  
Security Systems  
Construction, Conversion  
and Expansion of Security  
Systems**

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SiteSecure's first project with the City was the construction of the security systems for a new water treatment facility (Plant #4) back in late 2006 through early 2008. The system was designed by a 3rd party consultant, and required significant revisions to provide a more operator-friendly environment. The original system, which included Genetec Omnicast VMS, Gallagher non-lethal electric fencing and GE access control, has been expanded throughout the years. It now encompasses Southside Wastewater Facility (2008-09), Northeast Repump Facility (2009) and Water Plant #1 (2012). During that time, the City standardized on the Security Center Omnicast for all of their video surveillance applications and expanded the system to retrofit existing CCTV installs in other locations. The CCTV system was expanded to include City Hall, the Police Department, East Lake Marina, Joint Use Facility and other Parks locations. Currently, the City is moving forward with the migration from GE Facility Commander access control to Genetec's Synergis platform, in order to provide a more seamless integration through Security Center. SiteSecure is currently supporting the City with several conversions, starting with City Hall.



To date, SiteSecure has performed over two million dollars in contract work with the City. Our service department also provides break-fix repair work and on-call service to aid the City in ongoing support. The City leveraged the SiteSecure-Hillsborough Community College contract to create their own Continuing Services Contract for future work. It is anticipated that the City will continue to replace the existing GE access control system to expand the Synergis solution throughout the remaining facilities.

**SiteSecure Key Personnel Involved with this Project:**

|                  |                                |
|------------------|--------------------------------|
| Account Manager: | Adil Ansari / Melissa O'Prandy |
| Design Engineer: | John Grocke                    |
| Field Engineer:  | Danilo Borjal                  |

**Client Contact:**

Howard DeYoung  
Director, City of St. Cloud Information Services  
1300 Ninth Street  
St. Cloud, Florida 34769  
(407) 957-7332 Phone  
(407) 460-7561 Mobile  
hdeyoung@stcloud.org

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**SCES**  
Security Construction,  
Maintenance and Expansion  
of Security Measures

CLIENT

Seminole County Environmental Services (SCES) has been one of SiteSecure's clients since the company was split off from Wharton-Smith in 2003. The work began as a physical security contract with upgraded fencing and facility access modifications at all of the County's water and wastewater facilities. That contract continued in future phases with the addition of electronic card access control and hybrid analog-IP CCTV throughout the same facilities.



Since the completion of the first project in 2004, SiteSecure has completed more than \$2.5 Million in continuing services with SCES including preventative maintenance programs, break-fix repair and system modifications. In late 2007, SiteSecure upgraded the CCTV system to Genetec Omnicast, including new server and storage hardware. In 2009, SiteSecure performed General Contractor and Integrator services for the complete renovation of the SCADA and Security Control Room at the Southeast Regional WTP. This project included physical renovations to the room (electrical, HVAC, computer room floor, furnishings) as well as new computer workstations, monitors and security monitoring furniture. In 2011, the access control system was converted to Genetec Synergis, and ultimately merged together with Omnicast under the Security Center platform later that same year. The current system is comprised of over 90 reader connections and more than 200 camera licenses on an private fiber optic Cisco network. The system is spread across 13 water, two wastewater and one administrative office facility throughout the County.

Today, SiteSecure still maintains a relationship as the County's only design-build-maintenance contractor/engineer for the Environmental Services department. This relationship has grown over the years to include Seminole County Facilities as well as the Sheriff's Office. Both of these entities also have their own contracts with SiteSecure to provide similar services.

**SiteSecure Key Personnel Involved with this Account:**

|                          |               |
|--------------------------|---------------|
| Account/Project Manager: | Adil Ansari   |
| Design Engineer:         | John Grocke   |
| Field Engineers:         | Danilo Borjal |

**Client Contact:**

Tom Owens, Sr. Coordinator  
Seminole County Environmental Services  
3300 Dike Road  
Winter Park, FL 32792  
(407) 665-2021  
(407) 665-2740 Fax  
TOwens02@seminolecountyfl.gov

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**HCSO**

ALPR, CCTV, ACCESS  
CONTROL, FEDERATED  
SYSTEMS

**Hillsborough County  
Sheriff's Office**

ALPR, CCTV, ACCESS CONTROL,  
FEDERATED SYSTEMS



This project was awarded as a Design-Build agreement for the design and construction of a wireless overt surveillance system for the District One (University Area) of Tampa. The overall cost of the project (Design and Construction) was approximately \$900,000. Originally advertised with a request for 38 cameras, the design of the system was intended to include a wireless network of cameras mounted to TECO utility poles with un-metered power that transmit live full frame rate, high resolution video to the District One office. Deputies and/or detectives assigned to this District would be tasked with live monitoring of the cameras for crime prevention purposes. Due to changes in agreements with TECO the project devolved to 20 cameras mounted to new concrete utility poles installed within the County Right of Way. Each camera required a new metered electrical service from TECO. Both of these requirements drove the cost per-camera much higher than originally budgeted and greatly reduced the scope of the intended solicitation. Since that project, other initiatives have expanded the Genetec Omnicast platform to include more than 850 cameras throughout the HCSO network including Automatic License Plate Recognition (ALPR) cameras. The ALPR system had a Hot-list hit within 30 seconds after deployment. The ALPR system installed at the HCSO continues to be one of the most coveted and accurate systems to date and is a benchmark system for successful Automatic License Plate Recognition deployment. Covered facilities include the County Courthouse (holding areas), the Evidence Storage Facility, District Offices, Orient Road Jail and others.

**Client Contact:**

Craig McEntyre  
Project Manager, HCSO Information Services Division  
10140 Windhorst Rd.  
Tampa, FL 33601  
(813) 290-2222 Phone  
(813) 476-2030 Mobile  
[cmcentyr@hcsso.tampa.fl.us](mailto:cmcentyr@hcsso.tampa.fl.us)

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**HCC**

**ACCESS CONTROL & CCCTV  
INSTALLATION**

CLIENT



# Hillsborough Community College

HCC solicited for Design-Build Proposals for a multi-campus, IP based video surveillance system in June of 2011. SiteSecure was selected as the most qualified, most responsive of the bidders and was awarded the 5 year continuing services agreement for this project. The first phase of the system was completed in September of 2012 with approximately 600 cameras on six different campuses. The second phase of the system expansion is due to begin in the winter of 2013 with three new facilities.

The integrated system using Genetec's Security Center application also includes the Synergis Access Control module in a Unified Interface. Having successfully completed a Proof of Concept conversion of some dozen or so existing access controlled doors to the Security Center platform, HCC will be migrating the remaining legacy ACS doors and parking lot access gates to the Security Center platform

**Total System Value to Date:**                      **≈ 1.75 Million**  
**Period of Performance:**                              **2010 to present**

**SiteSecure Key Personnel Involved with this Project:**

|                             |                                      |
|-----------------------------|--------------------------------------|
| Account Manager:            | M. Craig Bowman, P.E.                |
| Field Engineer:             | Spencer Himelberger, Jerry Hutcheson |
| Service Operations Manager: | Scott Reid                           |
| Service Tec:                | Ben Murdock                          |

**Client Contact:**

Steve Shields  
Director of Risk Management and Public Safety  
Hillsborough Community College  
(813) 253-7016  
sshields@hccfl.edu

**SITASECURE**

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**SiteSecure**  
We Put the **IT** in Security

SiteSecure is uniquely qualified to support the University of South Florida on the upgrade of all camera and maintenance. With over 10 years of experience in the installation and maintenance of enterprise camera, maintenance and access control systems for city, county, higher education and other enterprise clients, SiteSecure has the knowledge and experience to successfully design and deploy the City's system upgrade.

Additionally, SiteSecure is the current integrator of record for the City's Genetec Omnicast Video Management System, currently deployed at the Municipal Marina, Port, Albert Whitted Airport and other locations. It is our belief that the Genetec Unified Security Platform (Security Center) is the most logical application for use in this upgrade. The addition of the ACS module to that platform is inexpensive relative to other systems and provides a completely unified security platform from which the City can manage and control both ACS card readers and CCTV cameras. The Genetec platform utilizes open architecture access controllers that allow for the most versatility for future system expansion or software migration.

## **METHODOLOGY**

SiteSecure takes an approach that is unique to the system integration business. Because our professional development comes from the construction world, we have a unique perspective of the construction process and understand how to manage the project and communicate with the end user. As such, our processes for implementing a project are logical and thorough.

### **1. CUSTOMER'S NEEDS ASSESSMENT:**

This process involves an evaluation of the project concept. Most commonly begun for projects that have not already been designed by a professional, this step involves a detailed discussion with the end user and listening to their Wants and Needs (the two are not necessarily the same thing). In the context of the project budget, the Needs Assessment identifies the performance and operational parameters, a.k.a. "Mission", that will dictate the system design. For projects that are already designed, this step is often used to Value Engineer the project to identify portions of the project for which the Mission can be delivered with revisions to the system architecture or equipment selection.

## **SITASECURE**

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## **2. PRELIMINARY DESIGN, DESIGN REVIEW, DESIGN ACCEPTANCE:**

This process is commonly associated with the Submittal Phase of the construction process. For projects that have already been designed by a professional, this phase is used to generate the detailed system shop drawings and product data package. These submittals provide the design professional and end user with a detailed picture of the system and equipment planned for the project deployment. By outlining WHAT is being used, WHERE it is planned to be installed and HOW the components will be mounted and interfaced, the submittal information should supplement the system design and fill in the blanks. Revisions of the shop drawings or submittals may be required to address questions or details raised during the review process.

## **3. EQUIPMENT PROCUREMENT AND PRE-CONFIGURATION:**

Following the approval of the design drawings or submittal package, the project Bill of Material is reviewed one last time with the Project Manager and Installation Manager. This final review provides one last opportunity to identify any detailing mistakes or oversights before the materials, equipment and software are ordered.

As the equipment arrives at the SiteSecure office, the Installation Manager inventories the material and checks the components against the original purchase order. Once verified, the components are turned over to the Field Engineering staff for pre-configuration and identification. In this stage, the FE team will bench test each field device and apply the required device firmware, IP address settings and performance/programming settings. Once completed, the serial number/MAC address information is compiled into record documents and each component is labeled for installation by the field personnel. When reconciled with the shop drawings, these components are ready for installation in the location specified with all of the configuration information required to meet the design requirements. Server and workstation hardware is bench tested and pre-loaded with the required application software. The operating system is updated to the latest available, supported service pack (or update package) and configured for communication with the system server. By doing this work in the office first, any equipment with out-of-box failures can be identified and replaced prior to being dispatched to the field for installation.

## **4. INSTALLATION, PROGRAMMING, TESTING AND CERTIFICATION:**

The installation phase of the project is managed by the Installation Manager/Superintendent. Under his direction, the means and methods of the planned installation are followed and the hardware is mounted in the locations specified by the Shop Drawings and/or design drawings. Because the major system components have been bench tested and pre-programmed prior to deployment, the installation phase of the project is typically smooth and without drama. Final system programming is accomplished by the Field Engineering personnel. This phase typically includes the configuration and programming of the parameters specific to the environment. It also includes the cabling and configuration of the network hardware and wireless devices. As the cameras are brought into the Genetec system, final image quality and bandwidth/storage settings are applied and tested. This is also the phase in which the "Best Practices Standards" for Genetec software are confirmed.

Once the system is tested and approved by the end-user and system designer, the SiteSecure personnel will export a copy of the Genetec VMS Director database and all of the camera/device properties for safe keeping. By keeping a copy of the system configuration off site, SiteSecure can quickly restore all of the system programming in short order should a catastrophe strike and the system server be lost or destroyed.

## **IMPLEMENTATION OF OUR PROJECTS IS DRIVEN BY THREE KEY OBJECTIVES:**

### ***Long Term Focus***

SiteSecure does not enter into a relationship with the intent to perform a single project. It is always our goal to win the project and earn the right to stay on as a trusted partner. Note that each of clients listed in the Client Section above started with a single project performed years ago. However, each relationship is ongoing. This is our goal with The University of South Florida.

### ***Relationship-Driven versus Profit-Driven***

We believe that if we nurture the relationship, the profit will come. It is not the other way around. We are not driven by quarterly performance goals, quotas or other corporate accounting measurables as the national, publicly-traded companies are. Like our parent Wharton Smith, our reputation is our most important sales tool.

### ***Service***

Our office and field personnel are certified in the systems we have chosen to represent. Our goal is to respond to issues within minutes (using remote services) and within specified parameters (or contractual obligation) when a technician is needed on-site.

## MAINTENANCE

6

SITASECURE

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**PM Plans**

MAINTENANCE

SiteSecure has created three Professional Preventative Maintenance Plans designed to provide you a piece of mind that your investment in the security system will be supported and maintained. These plans will allow you to maximize this investment with a lower overall cost of ownership.

**PREMIUM MAINTENANCE**

- 7 X 24 X 365 Service
- Remote System Help Desk Support for Technical Support – Unlimited (During Service Hours)
- Priority queue for service requests
- Electrical Surge Damage coverage – not applicable for all applications (specifically facilities without properly installed, engineered Lightning Protection System)
- Guaranteed Emergency Response – four (4) hours
- Guaranteed Non-emergency response – four (4) business hours
- VMS and/or ACS Software Maintenance or Support Agreement (24x7 version if available – included but priced separately due to discounts available for multi-year terms) 1
- Labor Services for one (1) software (VMS/ACS) version upgrade for supported software applications, including Windows O/S updates and firmware updates for supported devices if available
- Software License Installation
- On-Site System Review and Audit of System Functionality – 2 per year
- Preventive Maintenance (Key Component Integrity Inspections) – 1 per quarter
- Replacement of Disposable Parts (Refer to clarification #1)
- Training for personnel on system functionality – 1 per quarter
- 10% Discount on Software License Fees, Equipment,
- 15% Discount for Professional Services (Design and Engineering Services)
- 15% Discount for On-Site Inventory

**SITSESECURE**

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**PM Plans***continued*

MAINTENANCE

**STANDARD MAINTENANCE**

- 8-5, M-F Service
- Remote System Help Desk Support for Technical Support – Unlimited (During Service Hours)
- Priority queue for service requests
- Electrical Surge Protection coverage - not applicable for all applications (specifically facilities without properly installed, engineered Lightning Protection System)
- Guaranteed Emergency Response – six (6) business hours
- Guaranteed non-emergency response – one (1) business day
- VMS and/or ACS Software Maintenance or Support Agreement
- Software License Installation
- On-Site System Review and Audit of System Functionality – 1 per year
- Preventive Maintenance (Key Component Integrity Inspections) – 2 per year
- Replacement of Disposable Parts (Refer to clarification #1)
- Training for office personnel on system functionality – 2 per year
- 5% Discount on Software License Fees, Equipment,
- 10% Discount for Professional Service (Design and Engineering Services)
- 10% Discount for On-Site Inventory

**BASIC MAINTENANCE**

- 8-5, M-F Service
- VMS and/or ACS Software Maintenance or Support Agreement
- Advance purchase of blocks of technical labor hours in increments of 40 Hours
- Additional Blocks of time may be purchased throughout the year
- 5% Discount on Standard Labor Rates
- 5% Discount on Software License Fees, Equipment, Professional Services
- 5% Discount for On-Site Inventory

SITESECURE

760 Monroe Road, Sanford FL 32771

Leader in IP-based Surveillance, Access Control and License Plate Recognition Systems  
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| SiteSecure Maintenance Services                                                                     | Premium                           | Standard          | Basic                |
|-----------------------------------------------------------------------------------------------------|-----------------------------------|-------------------|----------------------|
| Service Hours (Excluding. Holidays)                                                                 | 7x24x365                          | 8-5 pm M-F        | 8-5 pm M-F           |
| SiteSecure – Remote Support Portal for Technical Support & Training                                 | Unlimited                         | Unlimited         | 40 Hours per Quarter |
| Priority queue for service request                                                                  | Included                          | Included          | N/A                  |
| Electrical Surge Damage Coverage                                                                    | Included                          | Included          | N/A                  |
| Guaranteed Emergency Response                                                                       | 4 Hours                           | 6 Hours           | N/A                  |
| Guaranteed Non-Emergency Response                                                                   | 4 Bus. Hours                      | 1 Bus. Day        | N/A                  |
| Software Maintenance or Support Agreement for VMS and/or ACS apps. (priced separately but included) | Included<br>(premium if required) | Included          | Included             |
| Technical Support for Version Upgrade on applicable software platforms                              | Included                          | N/A               | N/A                  |
| Software License Installation                                                                       | Included                          | Included          | N/A                  |
| On-Site System Review and Audit of System Functionality                                             | Semi Annual                       | Annual            | N/A                  |
| Preventative Maintenance<br>(Key Component Integrity Insp. & Cleaning)                              | Quarterly                         | Semi Annual       | N/A                  |
| Replacement of disposable parts<br>*Refer to Clarification #1 below                                 | Included                          | Included          | N/A                  |
| Eight (8) Remote Hours of Training for personnel on System Functionality                            | Quarterly                         | Semi Annual       | N/A                  |
| Software License Fees <sup>1</sup>                                                                  | 10% off MSRP                      | 5% off MSRP       | 5% off MSRP          |
| Equipment <sup>1</sup>                                                                              | 10% off MSRP                      | 5% off MSRP       | 5% off MSRP          |
| Advance Purchase of Service Hours<br>(40 Hour Blocks Minimum) <sup>1</sup>                          | 15% off Std. Rate                 | 10% off Std. Rate | 5% off Std. Rate     |
| Dedicated On-Site Inventory <sup>1</sup>                                                            | 15% off MSRP                      | 10% off MSRP      | 5% off MSRP          |
| Professional Service <sup>1</sup><br>(Design and Engineering Services)                              | 15% off Std. Rate                 | 10% off Std. Rate | 5% off Std. Rate     |

**SITSESECURE**

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**PM Plans***continued*

MAINTENANCE

Each of the Plan Level Agreements are priced as follows. The agreement is annual, billed in quarterly intervals at the beginning of the period. The agreement is priced based on a percentage of the equipment cost so additions to the system installed during the Maintenance Plan period will be included (line item pricing) with the proposal scope for each project.

As currently deployed, \_\_\_\_\_ Security Center System consists of \_\_\_\_ cameras and \_\_\_\_ access control card readers. The pricing for these agreements is based on the above quantity of equipment.

**Basic Maintenance:** \$

**Standard Maintenance:** \$

**Premium Maintenance:** \$

***Clarifications (per footnote):***

1. Disposable parts consists of any batteries, bulbs, connectors, etc. that are installed within the system. It does not include any Cameras or any Access Control Components.
2. Software Maintenance Agreements vary by service type and term. As such, the requested SMA will be priced separately for each situation and included in this agreement price. Note that new systems may include a multi-year SMA so the SiteSecure Preventative Maintenance Agreement price may change significantly in future years based on the SMA renewal anniversary. Please consult your Account Manager for detail.
3. Discounts apply for customers that do not have an existing continuing Preventative Maintenance contract agreement. The labor rates and equipment markup identified in the Continuing Preventative Maintenance Agreement will supersede these rates.

**SITESECURE**

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**CONTINUING CONTRACT AGREEMENT FOR MASTER SERVICES  
AGREEMENT FOR SECURITY SYSTEMS REPAIRS, MAINTENANCE AND  
UPGRADES (CCNA) FOR THE CITY OF LAKE LAND**

THIS AGREEMENT is made and entered into this 15th day of July, 2013, by and between the CITY OF LAKE LAND, FLORIDA, a Florida municipal corporation, hereinafter referred to as the "City," located at 228 S. Massachusetts Avenue, Lakeland, Florida 33801-5086, and SITESECURE, LLC, a Florida Limited Liability Corporation, with offices located at 760 Monroe Road, Sanford, Florida 32771, hereinafter referred to as the "Consultant."

**WITNESSETH:**

WHEREAS, the City wishes to obtain consulting services for a master services agreement for security systems repairs, maintenance and upgrades, as more specifically set forth in Exhibit "A", on a continuing basis; and

WHEREAS, the Consultant is qualified and willing to provide such services:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM**

1.1 This Agreement is to become effective on July 15, 2013 ("Effective Date"), and shall remain in effect until July 14, 2015, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement in writing for periods of one (1) year, but such option to extend may only be utilized two (2) times. In no event shall this Agreement extend beyond July 15, 2018.

1.2 The term of any Task Authorization, as described in Section 2.0 hereof, shall be set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

**2.0 DESCRIPTION OF SERVICES AND TASK AUTHORIZATION PROCEDURES**

2.1 The City shall make a request of the Consultant to perform planning, Security Systems Repairs, Maintenance and Upgrade services on a "task" basis. The City will communicate with the Consultant, verbally, or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and add a Not-to-Exceed Budget to accomplish the task, and send the thus developed, "Task Proposal" to the City in an electronic format.

The City shall review the Task Proposal, and if the proposal is mutually acceptable, the parties will enter into a written "Task Authorization" with the agreed/negotiated Task Proposal incorporated into the City's designated "Task Authorization" form. The final, fully executed "Task Authorization" shall supersede any previous task proposal.

The City will issue a Notice to Proceed to the Consultant. Upon receipt of the signed Task Authorization and a Notice to Proceed from the City, the Consultant shall perform the services set forth in the Task Authorization.

**2.1.1** Notwithstanding the above, for any proposed project in which the City estimates the fee to total less than Five Thousand dollars (\$5,000.00) verbal authorization to proceed may be given to the Consultant, and followed within five (5) working days with a "Letter of Confirmation". Such letter shall be considered as the Task Authorization.

**2.2** The Consultant shall provide the City's designated Project Manager with monthly time sheets or labor-cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the Task Authorization, and the number of hours worked by each.

**2.3** The "Deliverables" are defined as studies, reports, findings, specifications, guidelines, plans, maps, or anything else that is the end product of work performed by the Consultant for the City. All electronic files should be Windows compatible and all Computer Aided Drawing (CAD) files should be saved as State Plane Coordinates, NADA 83, Florida West. The Consultant shall, within such time constraints as may be set forth in the Task Authorization submit to the City the Deliverables as identified in the Task Authorization; and the Consultant shall, upon completion of all work, submit to the City all information developed in the course of the consulting services. The Consultant shall, at the request of the City and upon completion or termination of this Agreement, deliver to the City all material furnished to the Consultant.

The Scope of Services generally to be provided by the Consultant shall include but may not be limited to the following:

#### **SCOPE OF WORK:**

1. **Repairs/Corrective Maintenance:** In the event of equipment failure, the Consultant shall provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Consultant will also provide the necessary replacement materials and parts. The Consultant is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within four (4) hours after being notified of a critical need, within two (2) business days for non-critical needs in accordance with the terms of the contract.
2. **Preventive Maintenance:** The Consultant shall perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Consultant will provide a breakdown of recommended PM activities and schedule for City's approval.
3. **Renewal and Replacement:** If as a result of either corrective or preventive maintenance the Consultant discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the task specified and authorized in the work order, the Consultant shall submit to the City a proposal for the additional task necessary for work order amendment consideration.
4. **Provision of Materials and Parts:** The Consultant is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. The City may, in its sole discretion, provide parts and consumables from its own inventory for the Consultant's installation.

5. **Asset Inventory and Database:** The Consultant shall create and maintain, in a format acceptable to the City, a database of all equipment including recommended spare parts covered by this Agreement. Definitions, Identification conversations, and an initial list of security system components will be provided by the City and the Consultant shall verify and confirm all asset data provided by the City to ensure its accuracy. The Consultant shall also be expected to add to, delete from, or modify any system asset data provided by the City. The database shall remain the property of the City.
6. The Consultant shall assist in document review, construct, furnish, and install all security control and associated equipment as specified to perform the intended function on an as required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to site; programming; interfacing with all existing alarms, access control, video, and security systems; calibration; installation; system start up services; training; and incidentals required to completely furnish and install security equipment for the City.
7. The Consultant shall supply technical and programming services as required to troubleshoot and optimize the City's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.
8. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to the City on electronic media. All Consultant supplied programming services and applications turned over to or installed in the City systems shall become property of City.
9. The Consultant shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional cost to the City.
10. The Consultant shall supply technical telephone support services as required. This telephone support shall be charged on a per call base rate for the first thirty (30) minutes and then in fifteen (15) minute increments thereafter. At the start of each telephone support session, the Consultant shall assign a "case number" and log the start time and completion time. Billing shall be based on these logs.
11. The Consultant shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA guidelines. These services shall be provided as Security Consultant Services.

### **3.0 CHANGES IN THE SCOPE OF WORK**

- 3.1 The City may make changes in the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase (additional services), decrease or eliminate any amount of work, the City and Consultant will negotiate any change in total cost or schedule. If the City approves any change, the Task Authorization will be modified to reflect the changes. The Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Consultant's designated representatives.
- 3.2 All of the City's said Task Authorizations and amendments hereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

### **4.0 SCHEDULE**

- 4.1 The Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated Task Authorization. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis.

Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

- 4.2 No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

5.0 **METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT**

- 5.1 **For Basic Services:** City shall pay Consultant for services of Consultant's principals and employees engaged directly on the project and rendered pursuant to Paragraphs 2.0 and 3.0 on the basis of the Consultant's Hourly Fee Schedule shown in Appendix "A".

- 5.2 **For Additional Services:** City shall pay Consultant for Additional Services rendered pursuant to Paragraphs 2.0 and 3.0 as follows:

5.2.1 General: For Additional Services of Consultant's principals and employees engaged directly on the Project, on the basis of the Consultant's Hourly Fee Schedule as set forth in Appendix "A".

5.2.2 Professional Associates and Consultants: For services of independent professional associates and consultants employed by the Consultant to render Additional Services, the amount billed to the Consultant therefor times a factor of 1.0.

5.2.3 Serving as a Witness: For services rendered by Consultant's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding and compensation for time spent in preparing to appear for any such litigation, arbitration, or proceeding will be on the same basis provided in Subparagraph 5.2.1. Compensation for Consultant's independent professional associates and consultants shall be on the basis provided in Subparagraph 5.2.2 and per Consultant's Hourly Fee Schedule as shown in Appendix "A".

- 5.3 **For Reimbursable Expenses:** In addition to payments provided for in Subparagraphs 5.1 and 5.2.1 through 5.2.3, the City shall pay the Consultant the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services, provided that reimbursement for travel and subsistence expenses shall be in accordance with the City of Lakeland Consultant Expense Reimbursement Policy.

- 5.4 **Times of Payments:** At monthly intervals, the Consultant shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the Consultant's actual manpower expended and actual expenses incurred within the billing period.

5.4.1 At the end of each billing period, the Consultant shall provide to the City a report of the actual progress of the work completed compared to the Project schedule for completion of the work to the end of such period.

- 5.5 **Other Provisions Concerning Payment:** In the event of termination by the City under Section 18.0 during the performance of the Services, payments due to the Consultant up to the point of

termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

**5.5.1** Records of Consultant's Hourly Costs and Expenses pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to the City on request prior to final payment for Consultant's services.

**5.5.2** A separate invoice must be submitted for each individual Task Authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the Task Authorization, hourly rate, and any reimbursable expenses.

## **5.6 Definitions:**

**5.6.1** The "Hourly Rate Fee Schedule" used as the basis for payment, means the Consultant's current hourly rates as set forth in the attached Appendix "A". The hourly rates set forth in attached Appendix "A" are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustment to the Hourly Fee Schedule must be mutually agreed to by the City and the Consultant.

**5.6.2** "Reimbursable Expenses" means the actual expenses incurred by the Consultant or the Consultant's independent professional associates or consultants, directly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); telephone calls and telegrams; reproduction of reports, drawings, Computer Aided Drafting (CAD) use, specification and/or bidding documents preparation, and similar Project-related items, and present or future sales, use, excise, or other similar tax applicable to the furnishing of any service hereunder levied by the State of Florida; and overtime work requiring higher than regular rates if approved in advance by the City.

## **6.0 RIGHT TO INSPECTION**

**6.1** The City or its affiliates shall at all reasonable times have the right to review or observe the services performed by the Consultants.

**6.2** No inspection, review, or observation shall relieve the Consultant of its responsibility under this Agreement.

## **7.0 PROGRESS MEETING**

**7.1** The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of any Task Authorization entered into under this Agreement. The Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager, and the Consultant shall be compensated at the billing rates set forth in Article 5.0.

**8.0 SAFETY**

- 8.1 The Consultant agrees to comply with the City's published safety standards while on the property of the City. A copy of these standards is provided in Exhibit "D".
- 8.2 The Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

**9.0 REASONABLE ACCESS**

- 9.1 During the term of this Agreement, the City shall grant the Consultant reasonable access to the City's premises for the purposes of fulfilling its purposes under this Agreement.

**10.0 INSURANCE**

- 10.1 The Consultant shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Exhibit "B", which is hereby made part of this Agreement.

**11.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 11.1 The Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance under this Agreement.

**12.0 REPRESENTATIONS**

- 12.1 The Consultant represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound planning and development practices and procedures; and shall conform to the customary standards of care, skill and diligence appropriate to the nature of the services rendered.
- 12.2 The Consultant represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3 Subject to the provisions of this section, should Consultant breach the warranties set forth herein, the City shall have such remedies as may be provided at law or equity.

Without limiting the generality of the foregoing, if the Consultant completes its services under any Task Authorization entered into hereunder, and the Consultant's services are noncomplying, defective, or otherwise improperly performed and the City notifies the Consultant in writing that a defect, error, omission or noncompliance has been discovered in the Consultant's services, the Consultant shall, at the option of the City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to the City; (b) refund the amount paid by the City attributable to such noncomplying, defective, or otherwise improperly performed services; or, (c) if the Consultant fails to take action under (a) above, at the Consultant's sole expense, otherwise cure or have cured any such noncomplying, defective, or otherwise improperly performed services.



**13.0 GUARANTEE AGAINST INFRINGEMENT**

**13.1** The Consultant guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, and trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

**14.0 DOCUMENTS**

**14.1** Upon the City's or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, the Consultant shall provide the City or its designated Project Manager with a copy of all documents prepared by the Consultant under this Agreement or any Task Authorization hereunder. The City understands that re-use of any documents for any other purpose, shall be at the City's own risk.

**14.2** The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Law.

**15.0 ASSIGNMENT**

**15.1** The Consultant shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or monies due or to become due hereunder without prior, written consent of the City.

**15.2** If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Consultant, the Consultant shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract has been made.

**15.3** If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Consultant, who shall take immediate steps to remedy the situation.

**15.4** If any part of this Agreement is subcontracted by the Consultant, prior to commencement of any work by the subcontractor, the Consultant shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City Director of Risk Management.

**16.0 INDEPENDENT CONTRACTOR**

**16.1** At all times during the term of this Agreement, the Consultant shall be considered an independent contractor.

**17.0 DEFAULT**

**17.1** If, during the term of this Agreement, the Consultant shall be in default of any of the material provisions of this Agreement, the City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective

unless and until the City gives written notice of the default to the Consultant with at least ten (10) days to cure such default. If the Consultant fails to correct such delinquency or default within thirty (30) days of suspension by the City, the City may terminate this Agreement and pursue any other remedy available to it under law or equity.

#### **18.0 TERMINATION**

**18.1** Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Consultant, terminate this Agreement if: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; (c) Consultant fails to comply with any of the conditions or provisions of this Agreement; or (d) Consultant is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy the City may have under this Agreement. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

#### **19.0 FORCE MAJEURE**

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damages to the City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or other cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

#### **20.0 GOVERNING LAW AND VENUE**

**20.1** This Agreement is made and shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Florida. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division.

#### **21.0 HEADINGS**

**21.1** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

#### **22.0 SEVERABILITY**

**22.1** In the event any portion or part of this Agreement is deemed invalid, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

**23.0 WAIVER AND ELECTION OF REMEDIES**

- 23.1 Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition or provision in the future.
- 23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**24.0 THIRD PARTY RIGHTS**

- 24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City or the Consultant.

**25.0 PROHIBITION AGAINST CONTINGENT FEES**

- 25.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**26.0 ENTIRE AGREEMENT**

- 26.1 This Agreement, including all Schedules, Attachments, Appendices, and Exhibits attached hereto, constitutes the entire Agreement between the City and the Consultant with respect to the services specified and all previous representations or agreements relative thereto, either written or oral, are hereby annulled and superseded.

**27.0 NOTICE**

- 27.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or certified mail, return receipt requested, to:

For Consultant:

SiteSecure, LLC  
Attn: Andrew Bowman, P.E.  
760 Monroe Road Sanford, Florida 32771

For City:

City of Lakeland  
Facilities Maintenance Division  
Attn.: Richard Baker  
228 South Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6011

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

CITY :

CITY OF LAKE LAND

BY: Gow B. Fields

Gow B. Fields, Mayor

ATTEST: Kelly S. Koos

Kelly S. Koos, City Clerk



APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland

Timothy J. McCausland, City Attorney

CONSULTANT:

SITESECURE, LLC

BY: Andrew Bowman

Andrew Bowman, P.E.

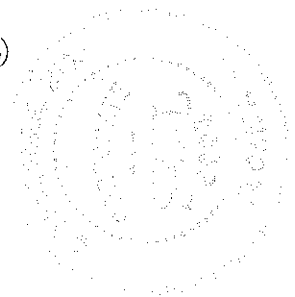
ITS: Vice President

ATTEST: M. Craig Bowman

M. CRAIG BOWMAN

ITS: VICE - PRESIDENT

(CORPORATE SEAL)



## **EXHIBIT “A”**

### **Master Services Agreement for Security Systems Repairs, Maintenance and Upgrades (CCNA) for the City of Lakeland.**

#### **I. SPECIAL CONDITIONS:**

1. The Consultant shall be an authorized Genetec certified integrator, and have on staff no less than two factory trained technicians in the installation, maintenance, and service of Synergis IP access control systems.
2. The Consultant shall be an authorized Genetec certified integrator, and have on staff no less than two factory trained technicians in the installation, maintenance, and service of Omnicast digital video surveillance systems.
3. The Consultant shall be a Florida Certified Electrical Contractor. (Electrical Fire, EF or electrical Contractor, EC Minimum).
4. The Consultant shall be a Florida Certified General Contractor (GC) and have a minimum of five (5) years experience in performing physical security improvements to utility structures, walls, fences, and other apparatuses needed to secure City of Lakeland Facilities.
5. The Consultant shall maintain on staff or utilize a Cisco CCNP Certified professional when interacting with the security communications network. The Consultant shall utilize ‘Like for Like’ parts for all existing systems which may affect the security communications network. For all new systems and systems enhancements, all parts shall be supplied by a Cisco Premier Partner.
6. The Consultant shall maintain on staff, an Environmental Protection Agency Risk Assessment Methodologies-Water Plant (RAM-W) certified employee with experience in performing Vulnerability Assessments for Water, Wastewater, and Reclaim facilities per Homeland Security and EPA guidelines.

#### **II. RESPONSE TIME:**

1. The Consultant must maintain an inventory of applicable Axis, HID, Adams Rite, HES, Schlage , Von Duprin, and Fargo badge printer parts and provide delivery within four (4) hours for inoperable systems and delivery within five (5) business days for non emergency needs.
2. The Consultant must be able to provide service twenty four (24) hours per day, including weekends and holidays. The Consultant must be able to respond with a knowledgeable trained technician to the City sites within four (4) hours of notification for critical emergency service and within two (2) business days of notification for non –emergency service.
3. The Consultant shall provide the services of a professional answering service or dispatcher service for non- normal business hours contact.

### III. PROJECT ASSIGNMENT AND PRICING:

For each project, the Consultant shall submit a complete written estimate prior to initiation of any work. An authorized Project Manager from the City shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of an executed work order prior to the Consultant proceeding with the work. The City will not honor any unauthorized charges.

### IV. SUB-CONSULTANTS, PERMITS AND PARTS:

1. Sub-Consultants shall only be utilized after receiving written approval by the City. Charges for sub-Consultants shall be marked- up, per the bid schedule and the Consultant shall be required to provide supporting documentation of sub-Consultant's charges.
2. The Consultant shall be responsible to apply for and obtain all permits required to complete the assigned projects. Charges for permits fees shall not be marked up and the Consultant shall provide supporting documentation of all permit fee charges.
3. All parts necessary to complete the assigned projects shall be marked up at rate no greater than the maximum mark up as shown on the bid schedule form. No additional delivery costs will be paid. The Consultant will be required to provide supporting documentation of actual parts costs for every invoice submitted.

### V. SCOPE OF WORK:

1. **Repairs/Corrective Maintenance:** In the event of equipment failure, the Consultant shall provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Consultant shall also provide the necessary replacement materials and parts. The Consultant is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within four (4) hours after being notified of a critical need, within two (2) business days for non-critical needs in accordance with the terms of the contract.
2. **Preventive Maintenance:** The Consultant shall perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Consultant shall provide a breakdown of recommended PM activities and schedule for City's approval.
3. **Renewal and Replacement:** If as a result of either corrective or preventive maintenance the Consultant discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the task specified and authorized in the work order, the Consultant shall submit to the City a proposal for the additional task necessary for work order amendment consideration.
4. **Provision of Materials and Parts:** The Consultant is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. The City may, in its sole discretion, provide parts and consumables from its own inventory for the Consultant installation.
5. **Asset Inventory and Database:** The Consultant will create and maintain, in a format acceptable to the City, a database of all equipment including recommended spare parts covered by this Agreement. Definitions, Identification conversations, and an initial list of security system components shall be provided by the City; the Consultant shall verify and confirm all asset data provided by the City to ensure its accuracy. The Consultant is also expected to add to, delete

from, or modify any system asset data provided by the City. The database shall remain the property of the City.

6. The Consultant shall assist in document review, construct, furnish, and install all security control and associated equipment as specified to perform the intended function on an as required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to site; programming; interfacing with all existing alarms, access control, video, and security systems; calibration; installation; system start up services; training; and incidentals required to completely furnish and install security equipment for the City.
7. The Consultant shall supply technical and programming services as required to troubleshoot and optimize City's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.
8. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to the City on electronic media. All Consultant supplied programming services and applications turned over to or installed in the City systems shall become property of City.
9. The Consultant shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional cost to the City.
10. The Consultant shall supply technical telephone support services as required. This telephone support shall be charged on a per call base rate for the first thirty (30) minutes and then fifteen (15) minute increments thereafter. At the start of each telephone support session, the Consultant shall assign a "case number" and log the start time and completion time. Billing shall be based on these logs.
11. The Consultant shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA guidelines. These services shall be provided as Security Consultant Services.

## VI. QUANTITIES

The City makes no covenant or promise as to the number of available projects, or quantity of hours, or amount of work that Consultant will perform on any project for the City during the life of the agreement.

## VII. EMERGENCY SERVICES:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Services shall be billed at the schedule hourly rates plus emergency service multiplier. Planned or scheduled work during non business hours shall be considered emergency service and shall be invoiced at the normal schedule rates.
2. Normal business hours under this agreement are Monday- Friday 0700-1600 hours, excluding published City holidays.
3. The Consultant shall maintain a 24 hour, 365 day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to the City on a monthly basis.

4. The Consultant shall pay a \$200.00 per incident penalty for not responding within the contracted four (4) hour emergency response time and \$100.00 per incident for not responding within the contracted two (2) business day's non-emergency response time.
5. City's holiday schedule is as following:
  - a. New Years Day Observed
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Thanksgiving Day
  - g. Day after Thanksgiving
  - h. Christmas Eve
  - i. Christmas Day

#### VIII. OBLIGATIONS OF THE CONSULTANT:

During the performance of, or pursuant to work under this contract, the contractor will:

1. Provide City with a monthly schedule for all planned work, and reschedule such work when notified by the City that the work cannot be performed at that time. The contractor will not be compensated if work cannot be performed due to foreseeable circumstances. The monthly schedule will, at minimum:
  - a) Give duration of project (start/finish).
  - b) Assign a task name.
  - c) Supply names (technicians/project managers responsible for job/task).
  - d) Supply job summaries.
  - e) Give specific deadlines.
  - f) Specify any modifications.
2. Employ professional, qualified, and responsible service technicians to perform the work. The contractor is expected to employ service technicians trained in the maintenance and installation of specific types of equipment used in the City video and security systems. The contractor is expected to keep all work areas clean and free from safety/trip hazards.
3. Observe all City site access and security procedures. As these procedures are subject to change, the Consultant is responsible for familiarizing the service technicians with current requirements; violation of site access and security procedures is a serious breach of terms of this contract. Failure to personally and properly notify the City site representative as required is a violation of the terms of this Agreement. For each on-site visit to an City facility the contractor's service technicians will, at a minimum:
  - a) Notify the City operations upon entry.
  - b) Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's log book/visitor management system.
  - c) Document into the facility's log book/visitor management system completion of work prior to exiting the facility and notify the authorized City site representative.
4. Observe and adapt to all City safety/OSHA rules/guidelines. As these procedures are subject to change at each City site.



5. All of Consultant's employees on site shall wear "Consultant" or "visitor" badges issued by the City.
6. All of Consultant's employees conducting work on a City site shall have a background check conducted. This also includes third party integrators/contractors. This service is provided by the City of Lakeland's Police Department.
7. Consultant shall comply with and meet all low voltage codes per City of Lakeland's Building Inspection Department which follows the NEC codes and also pull permits when applicable.
8. Maintain documentation of all work performed under this contract on forms provided or approved by the City. All such documents will become the property of the City upon termination of this contract. Invoices submitted by the Consultant will not be approved for payment unless written documentation of all work for which the Consultant seeks payment are attached. At the minimum, documentation will include:
  - a) Consultant name, complete address, and contact information.
  - b) Date, time, and location of site visit.
  - c) Reason for site visit.
  - d) Brief description of work performed or accomplished.
  - e) Any observed deficiencies or operational issues and recommendations for resolution.
  - f) Required or recommended follow up.
  - g) Parts and/or consumables used.
  - h) Labor hours.
  - i) Participating contract personnel.
  - j) Approval by the City of Lakeland representative.
  - k) Approval by the Consultant's Operations Manager.

IX. WARRANTY:

All projects and work performed under this agreement shall have a minimum twenty four (24) month parts and labor warranty. Should the manufactures warranties exceed twenty four (24) months, the manufacturers' warranty shall prevail with only the contractor's normal labor charges being charged after the initial 24 month period.

## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

#### **Master Services Agreement for Security Systems Repairs, Maintenance and Upgrades (CCNA) for the City of Lakeland**

##### **STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

##### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

##### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counterparty to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

##### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

##### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be

deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement.

## **Insurance Requirements (cont'd)**

### **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

|                   |                              |
|-------------------|------------------------------|
| Bodily Injury and | \$1,000,000                  |
| Property Damage   | Single limit each occurrence |

**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

|                   |                              |
|-------------------|------------------------------|
| Bodily Injury and | \$300,000                    |
| Property Damage   | Single limit each occurrence |

**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

## **ADDITIONAL INSURANCE**

**Additional Insurance:** The City requires the following types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Insurance:** The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$1,000,000

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

**EXHIBIT "C"**

**HOLD HARMLESS/INDEMNIFICATION  
Consultant**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

**Applicability:** It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

\_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

**(OR)**

\_\_\_\_\_ **Agreement is limited to Purchase Order # \_\_\_\_\_, or Contract dated \_\_\_\_\_.**

**Subrogation:** The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.

**Release of Liability:** Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and City at the time of final payment.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

**CITY OF LAKELAND**

\_\_\_\_\_  
Name of Organization

BY: \_\_\_\_\_  
Karen Lukhaub, Director of Risk Management

BY: \_\_\_\_\_  
Signature of Owner or Officer

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

STATE OF: \_\_\_\_\_

\_\_\_\_\_  
Organization Phone Number

COUNTY OF: \_\_\_\_\_

PHONE: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

by \_\_\_\_\_, of \_\_\_\_\_.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

identification, and did \_\_\_\_\_ / did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Serial Number, if any  
7/2006

\_\_\_\_\_  
Notary Seal

## **EXHIBIT "D"**

### **SPECIFICATION SAFETY REQUIREMENTS**

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictate. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Consultants and/or Subcontractors.

#### **I. GENERAL**

- A. The Consultant shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Consultant shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Consultant to the City; and the Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Consultant. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Consultant agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

#### **II. SAFETY EQUIPMENT**

All of the City's safety regulations will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Consultant and/or personnel. These safety regulations include, but are not limited to:



- A. All persons on City property will wear industrial safety glasses with affixed side-shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.
- B. All persons on City property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats are not acceptable at any time.
- C. All persons on City property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in the plant where posted.
- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location
- E. Work conducted in an elevated position will require that:
  - 1. Any person on City property working on or in an elevated location (four feet above ground level) regardless of the installation of handrails or guardrails must wear safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person's fall to a "minimum distance". (29CFR 1910.66 applies to all cases)
  - 2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.
  - 3. Any person on a pole or tree will have in use the appropriate gaffs, belts, and/or harness.
  - 4. Compliance with 29CFR 1910.269 is required. Distance requirements as detailed in this standard to energized lines must be adhered to.
- F. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
- G. Where vehicular and/or pedestrian traffic is affected:
  - 1. Maintenance of Traffic

- (a) The Consultant shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Consultant shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Consultant has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

## 2. Barricades and Lights

- (a) All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards. All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction there-over.
- (b) All Consultant owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

## 3. Damage to Existing Property

- (a) The Consultant will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

- H. The Consultant and/or Subcontractor must be provided MSDS(s) which is / are in the possession of the City upon receipt of a written request. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.
- I. Before any work shall begin, the Consultant shall arrange a meeting to advise City's field representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals on the project site.

**APPENDIX “A”**

**SALARY FEE SCHEDULE**



## DESIGN-BUILD AGREEMENT PRICING

### LABOR PRICING

| LABOR CATEGORY        | YEAR ONE  | YEAR TWO  | YEAR THREE |
|-----------------------|-----------|-----------|------------|
| Account Manager/PM    | \$ 120.00 | \$ 124.00 | \$ 128.00  |
| Field Engineer        | \$ 90.00  | \$ 93.00  | \$ 96.00   |
| System Designer/CAD   | \$ 90.00  | \$ 93.00  | \$ 96.00   |
| Superintendent        | \$ 100.00 | \$ 103.00 | \$ 106.00  |
| Installer             | \$ 85.00  | \$ 88.00  | \$ 91.00   |
| Installer Helper      | \$ 70.00  | \$ 72.00  | \$ 74.00   |
| Service/Training Rate | \$ 100.00 | \$ 103.00 | \$ 106.00  |

|                               |            |            |
|-------------------------------|------------|------------|
| Material & Equipment Mark Up: | Material   | Equipment  |
|                               | <u>15%</u> | <u>15%</u> |
| Subcontractor Mark-Up:        |            |            |
| Cost (as bid lump sum or T&M) | <u>10%</u> |            |

#### CLARIFICATIONS:

1. Equipment and Material "cost" is calculated to be inclusive of shipping and applicable sales or use tax. The Mark Up is applied to that subtotal.
2. The Equipment and Material Markup is inclusive of any labor burden/risk for warranty support as required by the agreement.
3. Labor rates are inclusive of all tools and equipment assigned to that individual including vehicle, fuel, maintenance, insurance, cell phone, laptop computer, etc.

SITSECURE

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RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

August 5, 2015

SiteSecure LLC  
760 Monroe Road  
Sanford, FL 32771  
Attn: Mr. Craig Bowman

The contract with the City of Lakeland for Security Systems Repairs, Maintenance and Upgrades (CCNA), RFQ No. 3114 expired on July 14, 2015. If you are willing to extend your contract's terms and conditions for one (1) year until July 14, 2016, as agreed upon in Request for Qualifications No. 3114, dated April 8, 2013 and your Submittal dated April 23, 2013, please sign, fax (863) 834-6777 or email ([tara.walls@lakelandgov.net](mailto:tara.walls@lakelandgov.net)), to me at your earliest convenience.

If you have any questions or concerns, please call me at (863) 834-6780.

*Tara T. Walls*

Tara T. Walls, CPPB  
Senior Purchasing Agent

Continuing Contract For: Security Systems Repairs, Maintenance and Upgrades (CCNA), RFQ No: 3114, Dated: April 8, 2013.

✓ Yes, I am in agreement to renew our contract for one (1) additional year, ending on July 14, 2016.

No, I am unable to renew our contract for one (1) additional year.

*Mr. Craig Bowman* SR. PROJECT MGR.  
(Signature and Title)

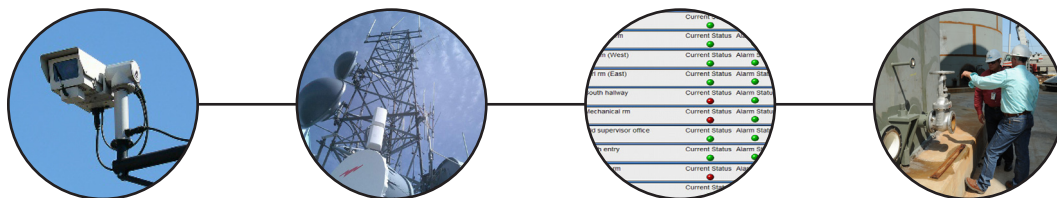
8-5-2015  
(Date)



United States  
Environmental Protection  
Agency

# Enhanced Security Monitoring Primer

## For Water Quality Surveillance and Response Systems



## Introduction

A Water Quality Surveillance and Response System (SRS) provides a systematic framework for enhancing distribution system monitoring activities to detect emerging water quality issues and respond before they become problems. An SRS consists of six components grouped into two operational phases, surveillance and response. The surveillance components are designed to provide timely detection of water quality incidents in drinking water distribution systems and include: Online Water Quality Monitoring, Enhanced Security Monitoring, Customer Complaint Surveillance and Public Health Surveillance. The response components include Consequence Management and Sampling & Analysis, which support timely response actions that minimize the consequences of a contamination incident. The *Water Quality Surveillance and Response System Primer* provides a complete overview (USEPA, 2015).

This document provides an overview of Enhanced Security Monitoring (ESM), a surveillance component of an SRS. It presents basic information about the goals and objectives of ESM in the context of an SRS. This primer covers the following four topics:

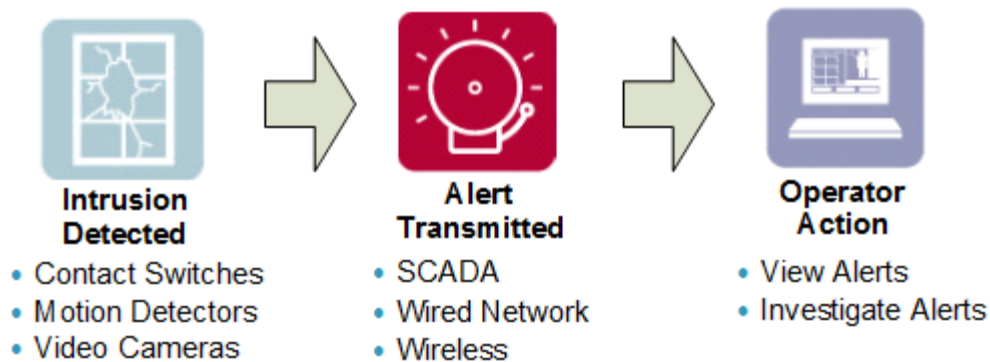
- **Topic 1:** What is ESM?
- **Topic 2:** What are the major design elements of ESM?
- **Topic 3:** What are common design goals and performance objectives for ESM?
- **Topic 4:** What are cost-effective approaches for ESM?



## Topic 1: What is ESM?

ESM utilizes physical security equipment at key distribution system facilities to detect unauthorized entries that could lead to a contamination incident. ESM equipment can also be effective for detecting vandalism and theft. Furthermore, video monitoring systems used for ESM can provide operational benefits by allowing utility staff to view process equipment and conditions at remote facilities without a site visit.

**Figure 1** is a schematic representation of ESM. Intrusion detection is provided by equipment strategically located at a utility facility. Alerts generated are transmitted by a reliable communication system, and personnel are notified of the alerts through emails, mobile devices or display at a central control facility. ESM investigations are guided by documented procedures and coordinated with external agencies such as local law enforcement.

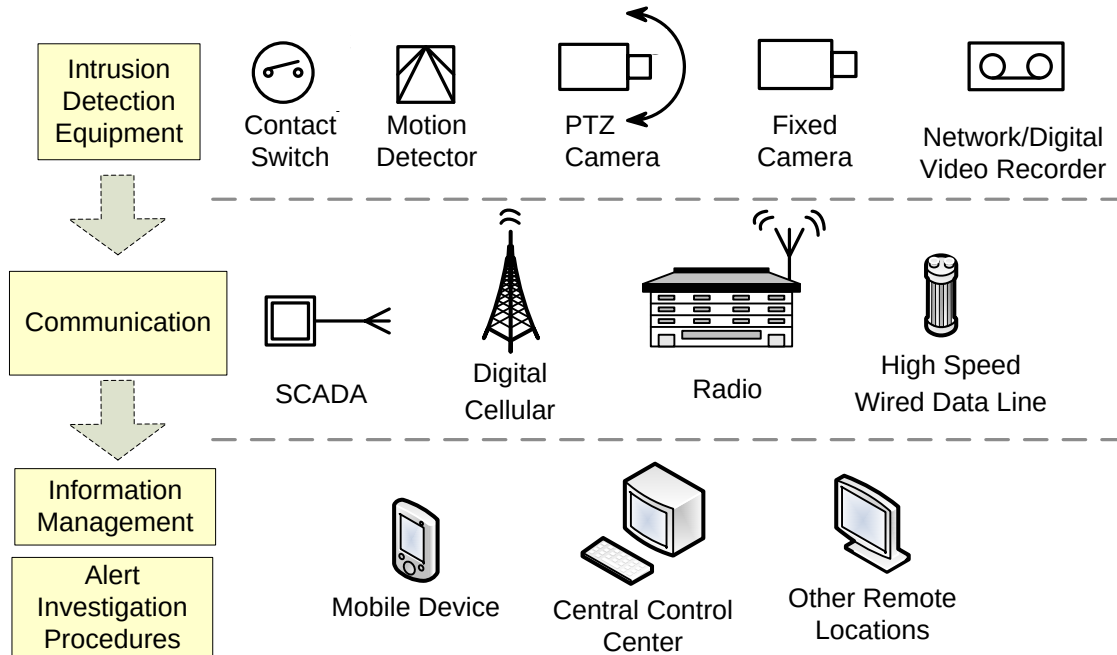


**Figure 1. Schematic Representation of ESM**



## Topic 2: What are the major design elements of ESM?

The major design elements for ESM are shown in **Figure 2** and described under the remainder of this topic.



**Figure 2. ESM Design Elements**

### Intrusion Detection Equipment

The Intrusion Detection Equipment design element focuses on selecting facilities for security enhancements and proposing equipment for each selected facility. The facility and equipment selection process can use a risk-based methodology such as the Vulnerability Self-Assessment Tool, which is compliant with the J100 industry standard. This process assesses the threat of, vulnerability to and consequence of attacks at each facility under consideration and evaluates the overall reduction in risk provided by ESM enhancements. This analysis provides a quantitative basis for selecting facilities and equipment for ESM.

The deployment of intrusion detection equipment is at the core of the ESM component. The ability of ESM equipment to detect intrusions depends on the placement, number and types of intrusion detection sensors and video cameras. Physical security equipment is continuously improving as sensing technology advances, with equipment becoming less expensive, more reliable and more configurable. These advances provide for broader coverage with fewer invalid alerts and have allowed utilities with limited resources to implement real-time security monitoring at remote utility facilities.

#### DID YOU KNOW?

The EPA's Vulnerability Self-Assessment Tool (VSAT) is a J100 standard compliant risk assessment software tool for water, wastewater and combined utilities of all sizes.

The tool assists drinking water and wastewater facility owners and operators in performing security threat and natural hazard risk assessments, as well as updating utility Emergency Response Plans. (EPA, 2013).

ESM equipment can be divided into two general categories: Intrusion Detection and Video Surveillance. Examples of each category are illustrated in **Table 1**.

**Table 1. ESM Equipment**

| Equipment Types     |                                                | Description                                                                                                                                                      |
|---------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Intrusion Detection | Door and hatch sensors                         | Contact switches such as magnetic proximity and mechanical limit types<br>Used at site access points (for example, on doors, windows or hatches)                 |
|                     | Motion sensors                                 | Used for site or interior area coverage (for example, along a row of windows)                                                                                    |
|                     | Fence-mounted sensors                          | Used for disturbance sensing (for example, taut wires and magnetic field sensors)                                                                                |
|                     | Buried-line sensors                            | Used for perimeter security (for example, near fencing)                                                                                                          |
| Video Surveillance  | Internet protocol cameras                      | Converts images into digital data                                                                                                                                |
|                     | Infrared cameras                               | Used for outdoor or low light conditions                                                                                                                         |
|                     | Event-based network or digital video recorders | Transmits video clips on demand and stores video data                                                                                                            |
|                     | Video analytics                                | Algorithms embedded in video software to detect static (loitering or unattended items) or dynamic (walking or running) situations captured by monitoring cameras |

## Communications

The Communications design element consists of systems that transmit ESM alert information from facility intrusion detection equipment to a central control facility. The communications infrastructure must be capable of supporting the required data speed (bandwidth) such that ESM alert information can be transmitted to the central control facility in a timely manner. Data speed requirements will vary greatly depending on whether the system includes video data and how the video monitoring system is configured to transmit data.

## Information Management

Once the data is delivered to the central control facility, it should be displayed on a user interface that allows utility staff to quickly recognize and respond to the alert. Furthermore, ESM alert information must be stored and accessible for post-incident analysis. Information technology architecture configurable by system administrators is a standard approach.

### DID YOU KNOW?

A useful resource for ESM is the *Guidelines for the Physical Security of Water Utilities / Guidelines for the Physical Security of Wastewater/Stormwater Utilities* (ASCE/AWWA, 2011), a collaborative publication from the American National Standards Institute, American Society of Civil Engineers (ASCE), American Water Works Association (AWWA), and Water Environment Federation. This document is available for purchase from ASCE.

For both the Communications and Information Management design elements, leveraging existing network and communications infrastructure can reduce the cost of equipment and installation. When designing these elements of the system, consideration should also be given to in-house capabilities and compatibility with existing equipment.

## Alert Investigation Procedures

ESM alerts need to be promptly investigated by utility personnel to determine whether or not the potential intrusion might be related to drinking water contamination. The following are basic example steps that may be performed during ESM alert investigations.

1. An ESM investigation begins after utility staff receives an intrusion alert.
2. Utility personnel use a checklist to guide them through a predetermined investigation procedure to determine whether the intrusion could disrupt utility operations or present a risk of contamination. The checklist may guide actions such as:
  - a. Assessing known activity at the facility, such as maintenance by utility personnel or contractors
  - b. Assessing video, if available, to verify the intrusion incident
  - c. Notifying and dispatching investigators to physically inspect the facility where the alert originated
3. If definitive video evidence is not available, an investigation is conducted to verify or rule out the intrusion and determine whether there was access to the finished water supply.
4. If the investigation determines that the alert was not caused by unauthorized activity, the investigation is closed and logged.
5. If the investigation verifies an intrusion with access to the finished water, the investigation continues according to procedures in the drinking water utility's Consequence Management Plan.

### DID YOU KNOW?

Invalid alerts associated with procedural errors are common and often caused by employees who forget to call in when accessing a monitored facility or forget to completely close all monitored doors when leaving the facility. Equipment and environmentally-caused invalid alerts are less common.

## Topic 3: What are common design goals and performance objectives for ESM?

The design goals and performance objectives established for ESM by the utility provide the basis for the design of an effective component.

### ESM Design Goals

Design goals are the specific benefits that utilities expect to achieve by implementing ESM. A fundamental design goal of an SRS is the ability to detect and respond to possible distribution system contamination incidents. In addition to this fundamental SRS design goal, other ESM-specific design goals such as detecting theft, vandalism and sabotage incidents can be realized. Examples of common ESM design goals are listed in **Table 2**.

**Table 2. Examples of Common ESM Design Goals**

| Design Goal                                                               | Description                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identify intrusion incidents that could lead to water contamination       | ESM can provide early warning of contamination incidents that could harm public health or utility infrastructure, which can trigger response actions to minimize consequences. In some cases, ESM may even preempt water contamination if the perpetrator is caught in the act.                                                                                                                                    |
| Deter, detect and respond to theft, vandalism and sabotage                | ESM systems can detect all types of intrusion incidents including those where contamination is not the intent of the intruder. Such criminal activity may not have a significant impact on public health, but can place utility staff at-risk and impact a utility's operating budget and day-to-day maintenance activities.                                                                                       |
| Remote monitoring of process equipment                                    | If ESM includes video monitoring, operational benefits can be realized if the ESM cameras can also be used to monitor process equipment at unstaffed facilities. For example, pumps can be observed for malfunctions and intake structures can be monitored for the build-up of debris. Video monitoring can reduce the amount of travel time and on-site inspections required, thus reducing utility labor costs. |
| Increased collaboration within the utility and with local law enforcement | Collaboration with law enforcement during water utility drills and exercises can lead to improved coordination during response to real-world emergencies. Also, an ESM camera with a field of view of a public area can support law enforcement investigations unrelated to a water incident.                                                                                                                      |
| Improved response decision making                                         | Developing ESM procedures can streamline and standardize a utility's decision-making process when investigating an intrusion incident. Thus, procedural improvements can enhance a utility's overall preparedness and responsiveness to physical security alerts.                                                                                                                                                  |

## ESM Performance Objectives

Performance objectives are measurable indicators of how well the SRS meets the design goals established by the utility. Throughout design, implementation and operation of the SRS or its components, the utility can use performance objectives to evaluate the added value of each capability, procedure or partnership. While specific performance objectives should be developed by each utility in the context of its unique design goals, general performance objectives for an SRS are defined in the *Water Quality Surveillance and Response System Primer* (USEPA, 2015) and are further described in the context of ESM as follows.

- **Incident coverage:** Detect and respond to a broad spectrum of water quality incidents. One of the primary focuses of ESM is deploying intrusion detection sensors and video monitoring equipment to reduce the risk of contamination at select sites. The intent of such equipment is to monitor all areas that provide access to finished water, and detect all intrusions that could lead to a contamination incident. ESM design goals may also include detection of vandalism and theft, which could require monitoring of areas that do not provide access to finished water.
- **Spatial coverage:** Achieve spatial coverage of the entire distribution system. ESM is limited in its ability to detect contamination incidents throughout the distribution system because only specific utility facilities are monitored for intrusions. However, utility facilities are chosen for ESM equipment based on their overall risk of contamination and the amount of risk reduction that would result from such enhancements. Thus the sites selected for enhancements can have the potential to impact a large portion of the distribution system and general population.
- **Timeliness of detection:** Detect water quality incidents in sufficient time for an effective response. Utility staff must be immediately alerted of intrusions and investigate alerts in a timely manner. To meet this objective, alerts from remote facilities must be transmitted to the central control facility without delay. ESM also includes procedures for initiating and conducting an investigation in a timely manner. With a rapid response, it may be possible for the ESM component to prevent a contamination incident from occurring.

- **Operational reliability:** Minimize downtime for equipment, personnel and other support functions necessary for the component to meet the other performance objectives. One of the criteria for selecting intrusion detection equipment and information management systems should be reliability. In many cases, selecting a more reliable device that is more expensive can save money over its lifecycle when compared to a less expensive device requiring more maintenance.
- **Alert occurrence:** Reliably indicate unauthorized intrusions with a minimum number of invalid alerts. When implementing ESM enhancements, proper commissioning is recommended to ensure that each intrusion sensor is sensitive enough to detect intrusions with at least a 95 percent confidence level, but not overly sensitive and prone to an unacceptable number of invalid alerts.
- **Sustainability:** Realize benefits that justify the costs and level of effort required to implement and operate ESM. Benefits are realized through attainment of the design goals for ESM. The AWWA's J100 Risk Analysis and Management for Critical Asset Protection Standard can be consulted for quantifying non-quantifiable benefits of security enhancements (ANSI/ASME-ITI/AWWA, 2010). Costs should be considered over the lifecycle of the component, including implementation costs, operation and maintenance costs, and renewal and replacement costs.

#### DID YOU KNOW?

Utilities may be able to make modest changes or additions to existing physical security capabilities to implement their ESM component.

## Topic 4: What are cost-effective approaches for ESM?

Utilities can take the following simple steps to develop the foundation for ESM:

- Rank major utility facilities with respect to the risk of contamination.
- At the facilities determined to have the greatest risk, add simple, inexpensive intrusion sensors, such as contact alarms on doors and hatches. Use existing communications to transmit ESM alerts if possible.
- Establish procedures for the joint utility and law enforcement investigation of ESM alerts that might be indicative of contaminated drinking water.

## Next Steps

Visit the Water Quality Surveillance and Response Website at <http://water.epa.gov/infrastructure/watersecurity/lawsregs/initiative.cfm> for more information about SRS practices. The Website contains guidance and tools that will help a utility to enhance surveillance and response capabilities, as well as case studies that share utility experiences with SRS implementation and operation.

## References

- ANSI, ASME-ITI and AWWA. (2010). *Risk Analysis and Management for Critical Asset Protection (RAMCAP®) Standard for Risk and Resilience Management of Water and Wastewater Systems. AWWA J100-10*. Denver, CO.
- ASCE and AWWA. (2011). *Guidelines for the Physical Security of Water Utilities (56-10) and Guidelines for the Physical Security of Wastewater/Stormwater Utilities (57-10)*. Denver, CO.
- USEPA. (2013). *Vulnerability Self Assessment Tool (VSAT)*. Retrieved from <http://yosemite.epa.gov/ow/SReg.nsf/description/VSAT>.
- USEPA. (2015). *Water Quality Surveillance and Response System Primer*, 817-B-15-002.



MILLELE-01 DPARATORE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

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

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

|                                                                                                                                                              |                                                                                  |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------|
| PRODUCER<br><b>Cecil W. Powell &amp; Company</b><br>219 N. Newnan Street<br>Jacksonville, FL 32202                                                           | CONTACT NAME: <b>Dora A Paratore</b>                                             |              |
|                                                                                                                                                              | PHONE (A/C, No, Ext): <b>(904) 353-3181</b> FAX (A/C, No): <b>(904) 353-5722</b> |              |
|                                                                                                                                                              | E-MAIL ADDRESS: <b>dparatore@cwppowellins.com</b>                                |              |
|                                                                                                                                                              | INSURER(S) AFFORDING COVERAGE                                                    | NAIC #       |
|                                                                                                                                                              | INSURER A : <b>Zurich American Ins Co</b>                                        | <b>16535</b> |
| INSURED<br><br><b>SiteSecure LLC</b><br><b>A wholly owned subsidiary of Miller Electric Company</b><br><b>P.O. Box 1799</b><br><b>Jacksonville, FL 32201</b> | INSURER B : <b>St Paul Fire &amp; Marine</b>                                     | <b>24767</b> |
|                                                                                                                                                              | INSURER C : <b>XL Insurance America Inc</b>                                      |              |
|                                                                                                                                                              | INSURER D :                                                                      |              |
|                                                                                                                                                              | INSURER E :                                                                      |              |
|                                                                                                                                                              | INSURER F :                                                                      |              |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | GLO038137500    | 07/01/2015              | 07/01/2016              | EACH OCCURRENCE \$ <b>1,000,000</b>                                             |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>                     |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | MED EXP (Any one person) \$ <b>10,000</b>                                       |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                                       |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>                                           |
|          | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>                                                                                                                                                                                                                                                                              |           |          |                 |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | \$                                                                              |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><br>ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                    | X         | X        | BAP038137600    | 07/01/2015              | 07/01/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                         |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | \$                                                                              |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>                                                                                                                                             | X         | X        | ZUP15P2028315NF | 07/01/2015              | 07/01/2016              | EACH OCCURRENCE \$ <b>10,000,000</b>                                            |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | AGGREGATE \$ <b>10,000,000</b>                                                  |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | \$                                                                              |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | E.L. EACH ACCIDENT \$ <b>1,000,000</b>                                          |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                  | N/A       | X        | WC038137400     | 07/01/2015              | 07/01/2016              | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>                                  |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                 |
|          |                                                                                                                                                                                                                                                                                                                         |           |          |                 |                         |                         |                                                                                 |
| C        | Leased/Rented Equip                                                                                                                                                                                                                                                                                                     |           |          | UM00040936MA15A | 07/01/2015              | 07/01/2016              | Any One Item: <b>1,000,000</b>                                                  |

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

Project: Electrical work performed by Miller Electric Company

Certificate holder is included as additional insured as respects general liability and auto liability on a primary and non-contributory basis per the attached endorsements. A waiver of subrogation is granted in favor of the additional insured as respects general liability, auto liability, and workers compensation per the attached endorsements. Umbrella liability applies excess to general liability, auto liability, and employers liability (workers compensation). 30 days notice of cancellation applies.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                             |                                                                                                                                                                |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Port Orange<br>Public Utilities<br>1000 City Center Circle<br>Port Orange, FL 32129 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                             | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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**Miller Electric Company  
Addendum to Certificate of Insurance**

**Additional Description of Operations:**

**Auto Liability Includes:**

**Hired and Non-Owned Liability**

**Hired and Non-Owned Physical Damage - Deductibles as follows:  
\$250 Comprehensive; \$500 Collision**

**Professional and Contractors Pollution Legal Liability**

**Policy # CPL7420321**

**Effective 07/01/2015; Expiration 07/01/2016**

**Insurer: Indian Harbor Insurance Company**

**Policy Aggregate Limit of Liability: \$5,000,000**

**Coverage A - Professional Liability**

**Limit of Liability Each Act, Error, or Omission: \$5,000,000**

**Aggregate Limit of Liability: \$5,000,000**

**Retention: \$100,000**

**Professional Liability Coverage is Claims Made.**

**Retroactive date: 12/03/2010**

**Coverage B - Contractors Pollution Legal Liability**

**Each Pollution Condition: \$5,000,000**

**Aggregate Limit of Liability: \$5,000,000**

**Retention: \$100,000**

**Pollution Coverage is occurrence based**

**Installation Floater - Policy # UM00040936MA15A**

**Effective 07/01/2015 - 07/01/2016**

**Insurer: XL Specialty Insurance Company**

**Basic Limit: \$5,000,000**

**Maximum Amount of Payment: \$10,000,000**

**Temporary Location: \$1,000,000**

**In Transit: \$750,000**

**Deductible: \$2,500**

**Separate Named Storm deductible applies - 2% of the completed value subject to \$10,000 minimum for listed coastal counties.**

**Excludes Flood and Earth Movement**

**Crime Coverage - Policy # 169804990**

**Carrier: Continental Casualty Company**

**Effective: 07/01/2015 - 07/01/2016**

**Coverage A - Employee Theft - \$1,000,000 - Per Occurrence**

**Coverage A1 - Client Property - \$1,000,000 - Per Occurrence**

**Deductible - \$25,000 - Per Occurrence#**

# Additional Insured – Automatic – Owners, Lessees Or Contractors



| Policy No.   | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO038137500 | 07/01/2015        | 07/01/2016        | 07/01/2015        |              |             |              |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

# Blanket Notification to Others of Cancellation or Non-Renewal



| Policy No.   | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLO038137500 | 07/01/2015        | 07/01/2016        | 07/01/2015        |              |             |              |

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

#### **W. Unintentional Failure to Disclose All Hazards**

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

##### **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

#### **X. Waiver of Right of Subrogation**

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

##### **8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 07/01/2015

Policy No. WC038137400

Endorsement No.

Insured Miller Electric Company

Premium \$

Insurance Company: Zurich American Insurance Company Countersigned by \_\_\_\_\_

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**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX  
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
  - a. Must be provided to us prior to cancellation or non-renewal;
  - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
  - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - b. At least 30 days prior to the effective date of:
    - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - a. Extend the policy cancellation or non-renewal date;
  - b. Negate the cancellation or non-renewal; or
  - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2015      Policy No. WC038137400  
Insured      Miller Electric Company

Endorsement No.  
Premium \$

Insurance Company      Zurich American Insurance Company

## **Amendment Of Limits Of Insurance And Other Insurance Clause For Described Persons Or Organizations**

1. The following replaces section **IV. Definitions J. Insured**, Paragraphs 2. and 5., but only with respect to any person or organization listed in the **Schedule** below:

Any person or organization that is listed in the **Schedule** below is an **Insured** but only:

- a. with respect to liability for **Bodily Injury** or **Property Damage** caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of **Your Work** to which the written contract requiring insurance applies for such **Insured**; and
  - b. if such person or organization is included as an **Insured** under any **Scheduled Underlying Insurance** or **Scheduled Retained Limit**.
2. The following is added to section **VII. Conditions L. Other Insurance**:

### **L. Other Insurance**

Nor will we apply this provision to any person or organization listed in the **Schedule** below if:

1. such person or organization qualifies as an **Insured** under section **IV. Definitions J. Insured 2. or 5.** of this agreement;
2. you have agreed in a written contract or agreement with such person or organization that this policy will apply before any **Other Insurance**; and
3. the **Scheduled Underlying Insurance** or **Scheduled Retained Limit** applies to such person or organization on a primary and noncontributory basis.

If these conditions are met, then this policy will apply to such person or organization before any **Other Insurance**, but only to the extent that the minimum limits of liability required by such written contract or agreement exceed the applicable limits of such **Scheduled Underlying Insurance** or **Scheduled Retained Limit**, subject to the Limits of Insurance stated in Item 3. of the Declarations of this policy.

3. The following is added to section **III. Limits of Insurance B.**:

However, with respect to any person or organization listed below in the **Schedule**, the most we will pay for all damages covered under Insuring Agreement I. Coverage shall be the lesser of the following to the extent they exceed the applicable limits of the **Scheduled Underlying Insurance** or **Scheduled Retained Limit**:

1. the minimum limits of insurance required in the contract or agreement between you and such person or organization; or
2. the limits of insurance stated in Item 3. of the Declarations.

### **Schedule of Described Persons or Organizations**

Any person or organization for whom you have agreed in a written contract, agreement, or permit issued by a state or political subdivision that this policy shall apply to them before any **Other Insurance**.

### **Schedule of Designated Locations**

Only those locations designated in the written contract, agreement, or permit issued by a state or political subdivision referenced directly above.

All other terms of your policy remain the same.

### **Waiver of Rights of Recovery Endorsement**

The following is added to section **VII. Conditions, P. Transfer of Rights of Recovery to Us**:

If, prior to an Occurrence, covered by this policy, you have agreed in a written contract, to waive your rights to recovery of payment for damages for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** caused by that **Occurrence**, then we agree to waive our right of recovery for such payment.

All other terms of your policy remain the same.

## Notice of Cancellation Provided By Us

The following is added to section **VII. D. Cancellation** of this insuring agreement and to any applicable state amendatory endorsement forming a part of this policy that contains a provision that replaces section **VII. D.**

**Cancellation:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the first **Named Insured** sends us a written request to provide such notice, including the name and address of such person or organization, after you receive notice from us of the cancellation of this policy; and
2. we receive such written request at least 14 days before the beginning of the applicable number of days shown in the below schedule.

We will mail such notice at least the number of days shown for cancellation in the below schedule before the effective date of cancellation.

### Schedule

Number of days notice of cancellation

#### 30 Days Notice

All other terms of your policy remain the same.



# Coverage Extension Endorsement



| Policy No.   | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP038137600 | 07/01/2015        | 07/01/2016        | 07/01/2015        |              |             |              |

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## **C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

## **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

## **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

## **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

## **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

## **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

## **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

## **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

#### **Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

#### **S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

#### **T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Blanket Notification to Others of Cancellation or Non-Renewal



| Policy No.   | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP038137600 | 07/01/2015        | 07/01/2016        | 07/01/2015        |              |             |              |

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



## CITY OF PORT ORANGE PIGGYBACK AGREEMENT

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This Piggyback Agreement is entered to this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SITeSECURE, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 2251 Rosselle Street, Jacksonville, Florida 32204 (collectively "the Parties").

WHEREAS, on the 15th day of July, 2013, the City of Lakeland, Florida ("Lakeland"), a Florida municipal corporation, entered into a Contract pursuant to Request for Qualifications No. 3114 for Master Services Agreement for Security System Repairs, Maintenance and Upgrades (CNNA) with SiteSecure, LLC with an effective date of July 15, 2013 and continuing until July 14, 2015 (the "Lakeland Agreement").

WHEREAS, The Lakeland Agreement may be extended upon mutual agreement in writing for periods of one (1) year, but such option to extend may be only utilized two (2) times. In no event shall the Lakeland Agreement extend beyond July 15, 2018; and

WHEREAS, The Lakeland Agreement has been renewed for one (1) additional year, ending on July 14, 2016.

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Lakeland Agreement for a public utilities security system upgrade with the City of Port Orange; and

WHEREAS, a copy of the Lakeland Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, under the scope of this Piggyback Agreement SiteSecure, LLC (Powered by Miller Electric Company) will complete the items listed in the project scope; and

WHEREAS, SiteSecure, LLC is a wholly owned subsidiary of Miller Electric Company; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until July 14, 2016 (the "Initial Term").
2. Renewals: This Contract may be renewed upon written agreement of the Parties for a one (1) year term.
3. Contractor Obligation. Contractor agrees to provide the City of Port Orange a public utilities security system upgrade.
4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 written Task



Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "1."

5. City Obligations. In return for the services identified above, the City agrees to compensate Contractor the amount authorized in each Task Authorization and subject to a limit up to but not to exceed Fifty Thousand Two Hundred Seventy-Five and 03/100 Dollars (\$50,275.03). 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.

6. Contract Documents. The following forms are attached as Exhibit "2" 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)

7. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

8. 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 24 of this contract concerning disputes.

9. 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.

10. 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.

11. 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.

12. 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.

(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.

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

13. 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.

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

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

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

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

15. 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.

16. 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. 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.

(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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. **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.

26. **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 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.**

27. **Additional Provisions**

(a) As may have been outlined in the Lakeland Agreement 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.

(b) For the purposes of this Contract, any reference in the Lakeland Agreement to "City of Lakeland", shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Lakeland Agreement and this Contract, this Contract with the City of Port Orange shall control.

28. **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.

29. **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: Andrew Neff, Public Utilities Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5575

Contractor: SiteSecure, LLC  
Attention: Andrew Bowman, P.E.  
2251 Rosselle Street  
Jacksonville, Florida 32204  
(407) 328-5220 – Telephone  
(904) 389-8653 – Facsimile  
nguillory@mecojax.com

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

30. 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.

31. 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]***



Witnesses:

SITESECURE, LLC.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Henry K. Brown, President

*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 FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Henry K. Brown, as President of SiteSecure, LLC, a Florida limited liability corporation registered to transact business in Florida, 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: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Allen Green, 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 \_\_\_\_\_, 2015, 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:*

[CA 5046]

**TASK AUTHORIZATION NO. 1**  
**To the Piggyback Agreement dated \_\_\_\_\_**  
**Between the City of Port Orange, Florida and SiteSecure, LLC**

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 **SITESecure, LLC**, a limited liability corporation with its principal place of business at 2251 Rosselle Street, Jacksonville, Florida 32204 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated \_\_\_\_\_, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to \_\_\_\_\_ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. \_\_\_\_ Exhibit "\_\_\_\_."
3. Contractor shall complete the services to be provided herein within \_\_\_\_ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "\_\_\_\_" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$\_\_\_\_\_. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page, in a form substantially similar to the forms attached hereto as Task Authorization No. \_\_\_\_ Exhibit "\_\_\_\_," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. \_\_\_\_.
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.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**SITeSECURE, LLC**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Henry K. Brown, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: ATTEST:

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

[CA 5046]

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** \_\_\_\_\_

**PRINCIPAL:**

Developer or Contractor: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**SURETY:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: City Manager  
Phone Number: (386) 506-5501

**Amount: \$** \_\_\_\_\_ **City Case/Project No.** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_  
Port Orange, Volusia County, Florida

**Legal Description:** \_\_\_\_\_

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

\_\_\_\_\_  
*Name of Project*

City Project No. \_\_\_\_\_

Bond No. \_\_\_\_\_

\_\_\_\_\_  
*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR**

**PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain \_\_\_\_\_ having an effective date of \_\_\_\_\_, entered into by and between the Principal and the City, for \_\_\_\_\_, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.





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904.388.8000  
FAX 904.389.8653

Exhibit "C"  
Amendment No. One (1)  
September 25, 2015

This Contract Amendment is annexed to and expressly made a part of the Piggyback Agreement, Agreement No. (N/A), dated September 18, 2015, by and between City of Port Orange ("Contractor") and Miller Electric Company ("Subcontractor") for furnishing and installation complete of all Work described in the Agreement for the Project known as Piggyback Agreement - 2015

➤ **Section 14 Insurance, Paragraph 2, modify as follows:**

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~~ thirty (30) prior to the effective date of the change.

➤ **Section 14 Insurance, Page 2 Chart, modify as follows:**

~~Comprehensive~~ Commercial General Liability (including Completed Operations and Contractual Liability)

~~Comprehensive~~ Commercial Business, Automobile Liability to include all automobiles.

**ALL OTHER TERMS AND CONDITIONS OF AGREEMENT REMAIN UNCHANGED**

ACCEPTED:

Miller Electric Company

By: Henry Brown  
Name: Henry Brown  
Title: CEO  
Date: 09-25-2015

ACCEPTED:

City of Port Orange

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Task Authorization No. 3 to the Contract for Engineering Services with Wade Trim, Inc. for Spruce View Way Water Main Design and Permitting

**DEPARTMENT:** Public Utilities

---

**RECOMMENDED MOTION:** Move to approve Task Authorization No. 3 to the Contract for Engineering Services with Wade Trim, Inc. for Spruce View Way Water Main Design and Permitting Services in an amount not to exceed \$15,622; and to authorize the Mayor and City Clerk to execute all required contract documents.

---

**SUMMARY:** The Public Utilities Department has requested a proposal from Wade Trim to design and permit a water main extension along Spruce View Way from the existing water main in the Taylor Road (SR 421) right-of-way to Botree Court.

This is for Hydraulic modeling, design, and permitting for approximately 1,000 feet of water main along Spruce View Way from Taylor Road to Botree Court. By extending a water main along Spruce View Way we will gain approximately 10 water customers with the ability to gain an additional 24 (total 34) in the future. The City currently has two existing customers on the proposed water main and a third will be connecting to the new water main.

Project No.: UET001      Funding Account No.: 40508005336397

---

## ATTACHMENTS:

|    |                                           |                                            |
|----|-------------------------------------------|--------------------------------------------|
| 1. | Task Authorization Doc's signed by vendor | Wade Trim task authorization #3_signed.pdf |
|----|-------------------------------------------|--------------------------------------------|

---

Wiggins, Julia  
Wilson, Rick  
Neff, Andrew  
Riehm, Tracey  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 08/17/2015  
Approved - 08/17/2015  
Approved - 08/18/2015  
Approved - 09/29/2015  
Approved - 09/30/2015  
Final Approval - 10/01/2015

---

**TASK AUTHORIZATION NO. 3**  
**Master Contract for Engineering Services dated March 17, 2015**  
**Between the City of Port Orange, Florida and Wade Trim, 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 **WADE TRIM, INC.**, a Florida corporation with its principal place of business at 8010 Woodland Center Boulevard, Suite 1200, Tampa, Florida 33614 ("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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Spruce View Way Water Main Design and Permitting as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 3 Exhibit "A."
3. Contractor shall complete the services to be provided herein within 120 days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Task Authorization No 1 Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Fifteen Thousand Six Hundred Twenty-two dollars and no cents (\$15,622.00)**. 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.
5. 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:

WADE TRIM, INC.

Chris Little By: Edward G. Fontanin  
Printed Name: Chris Little Edward G. Fontanin, Vice President

Michael Horne Date: Aug 18/15  
Printed Name: Michael Horne

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses:

ATTEST:

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

[CA \_\_\_\_]



Task Authorization No 3  
Exhibit "A"

Wade Trim, Inc.  
Spruce View Way  
Water Main Design & Permitting

## **CITY OF PORT ORANGE, FLORIDA**

### **TASK ORDER 15-03 SPRUCE VIEW WAY WATER MAIN DESIGN & PERMITTING**

#### **Section I. BACKGROUND**

The City of Port Orange (City) has requested the services of Wade Trim to design and permit for a water main extension which will extend along Spruce View Way connecting into the existing water main in the State Road 421 right-of-way to Botree Court (approximately 1,000 feet). Establishing the appropriate sizing of this water main will be performed as part of the scope of work as described below.

This task order will perform the following tasks needed prior to construction:

1. Hydraulic Modeling
2. Design
3. Permitting

Details of the work to be performed are described in Section II.

#### **Section II. SCOPE OF WORK**

Wade Trim agrees to perform the following tasks:

##### **Task A – Hydraulic Modeling**

Wade Trim will perform a simple hydraulic model to establish the appropriate sizing of proposed water main along Spruce View Way. Although the proposed water main will service homeowners along Spruce View Way from SR 421 to Botree Court, there is the possibility that it could be extended in the future to service the remaining homes within the limits of the dead end streets. By performing a hydraulic model, this will establish the pipe sizing to meet the demand of the maximum connection scenario and assure that City of Port Orange fire demand requirements are met.

The hydraulic model will be established obtaining a pressure flow, provided by the City, from the nearest hydrant located on SR 421. This pressure will service as the basis of anticipated pressure to service the homeowners in the Spruce View Way neighborhood. Daily demands will be allocated for every home in the neighborhood based on the City of Port Orange standards. This analysis will service as the sizing of the proposed water main and also for information to be included in the Florida Department of Environmental Protection (FDEP) water main application.

##### **Task B – 75% Design Services**

Within this task, Wade Trim will prepare 75% level design plans for the City's review. The documents will consist of:

- 75% design plan and profile plans

- 75% level construction cost estimate

Construction documents will be submitted to City of Port Orange for review and comments. A joint meeting will be held to review and discuss any comments to be incorporated in the construction documents.

Upon receiving approval from the City of the recommended water main size extension and the alignment of the water main, Wade Trim will prepare plans to be submitted to FDEP for the water main permit and to Volusia County for the right-of-way access permit for effort within SR 421 and Spruce View Way.

Engineering plans will be submitted to City for review and comments. A joint meeting will be held to review and discuss any comments to be incorporated in the construction documents.

As part of this task the following effort will be performed in order for the 75% design plans to be completed:

#### Survey

A survey will be provided of a full width right-of-way from SR 421 to the intersection of Spruce View Way and Botree Court. Survey will use the NAVD 1988 vertical datum and the NAD 1983 state plane horizontal datum. The right-of-way will be established by the location of visible property irons and section corners along with the use of property deeds. The survey will obtain the following information: cross section elevation points every 100 feet, invert elevations of any storm culverts at driveways, rim and invert elevations of storm and sanitary structures, trees greater or equal to 4-inch diameter, all visible physical surface features (i.e. hydrants, valves, utility poles).

#### Utility Locations

Wade Trim will obtain existing utility information within the Spruce View Way right-of-way by sending notifications to private utilities for feedback of any utilities within the project limits. Upon the completion of the survey, copies will be forwarded to the utilities to allow them to review and mark-up the location of any of their known utilities. This information will be transferred to the engineering plans to show existing conditions on the site.

It is anticipated that the proposed alignment will be within the non-paved corridors along Spruce View Way right-of-way. As a result, no road improvement effort has not been included

For the effort of this task order, this project will utilize the City's standard note and detail sheets as extension of the engineering plans for bid documents. Wade Trim will not prepare a detailed project technical specification as part of this task order.

#### **Task C – 100% Design Services**

Per comments received from the City from the deliverables in Task B, Wade Trim will prepare 100% engineering documents. The documents will consist of:

- 100% design plan and profile plans
- 100% level construction cost estimate



#### **Task D – Response for Additional Information (RAI)**

Wade Trim has budgeted effort in order to address possible RAIs from the FDEP related to the water main construction application or from Volusia County related to the right-of-way permit. This effort will be based on one (1) RAI for each agency submittal and will be billed on a time and material basis.

### **Section III. DELIVERABLES**

The following deliverables will be provided for each task mentioned above:

#### **Task A – Hydraulic Modeling**

- Model results based maximum connection and pressure readings from the City
- Memo summarizing effort and results agreed upon with City

#### **Task B – 75% Design Services**

- Plan and profile drawings (PDF)
- Construction cost estimate

#### **Task C – 100% Design Services**

- Plan and profile drawings, signed and sealed (1 - full size, PDF)
- Construction cost estimate

#### **Task D – Response for Additional Information (RAI)**

- Responses to RAIs

Wade Trim will provide the meeting agendas and meeting minutes when Wade Trim and the City meet for formal project status meetings regarding the tasks described in this task order.

### **Section III. OWNER'S RESPONSIBILITY**

The following items are, but not limited to, required from the City of Port Orange in order to complete the above mentioned Tasks:

- Pressure information of existing water main on the SR 421 / Spruce View Way vicinity
- As-Built drawings and existing GIS data of the existing water main on SR 421
- Note and detail sheets

### **Section IV. ITEMS NOT INCLUDED IN WORK AUTHORIZATION**

The following items are not included as part of this Task Order:

- Soft digs or ground penetrating utility locates
- Geotechnical information
- Technical specifications
- Roadway design

- Bidding assistance
- Construction services

## **Section V. SCHEDULE**

Work will begin within 1 days of notice-to-proceed (NTP) and adhere to the attached scheduled timeline.

## **Section VIII. METHOD OF COMPENSATION**

The total sum amount for the scope of work described above is \$ 15,622. The City shall compensate Wade Trim the fee for each task for the scope of services as specified prior in this task. The breakdown for this project is as follows:

|                                                            |          |
|------------------------------------------------------------|----------|
| Task A – Hydraulic Modeling (lump sum):                    | \$ 3,792 |
| Task B – 75% Design Services (lump sum):                   | \$ 5,842 |
| Task C – 100% Design Services (lump sum):                  | \$ 4,112 |
| Task D – Response for Additional Information (time basis): | \$ 1,876 |

At the direction of the City of Port Orange, Wade Trim may be requested to provide additional services. These additional services will be billed at Wade Trim's standard hourly billing rates.

## **Section IX. ACCEPTANCE**

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice-to-Proceed" for the accomplishment of this work.

WADE TRIM, INC.

City of Port Orange, Florida



\_\_\_\_\_  
Edward G. Fontanin, PE  
Vice President

\_\_\_\_\_  
David Harden  
Interim City Manager

August 8, 2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Project: Spruce View Way WM  
Client: City of Port Orange  
Prepared By: EGF  
Date: August 8, 2015

## Project Cost Estimating Sheet

WT102-01

| TASKS                               |           | Task A<br>Hydraulic Model | Task B<br>75% Design | Task C<br>100% Design | Task D<br>RAI Responses | TOTAL              | OTHER DIRECT COSTS                                            |
|-------------------------------------|-----------|---------------------------|----------------------|-----------------------|-------------------------|--------------------|---------------------------------------------------------------|
| CLASSIFICATION                      | RATE      | HOURS<br>\$               | HOURS<br>\$          | HOURS<br>\$           | HOURS<br>\$             | HOURS<br>\$        |                                                               |
| E. Fontanin<br>Project Manager      | \$ 180.00 | 4<br>\$720.00             | 8<br>\$1,440.00      | 8<br>\$1,440.00       | 4<br>\$720.00           | 24<br>\$4,320.00   | Subconsultants<br>Aerial Photos<br>Soils Eng.<br>Soils Boring |
| K. Alhgrin<br>Professional Engineer | \$ 108.00 | 8<br>\$872.00             | 8<br>\$872.00        | 8<br>\$872.00         | 4<br>\$436.00           | 28<br>\$3,052.00   | FDEP General W/M Permit fee \$ 650.00<br>Survey \$ 2,200.00   |
| M. Horne<br>Senior CAD Tech         | \$ 90.00  | \$0.00                    | 32<br>\$2,880.00     | 20<br>\$1,800.00      | 8<br>\$720.00           | 60<br>\$5,400.00   | Mechanical<br>Electrical<br>Environmental                     |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | \$0.00             |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | \$0.00             | Sub Total \$2,850.00                                          |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Direct Cost                                                   |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | CADD                                                          |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Computers                                                     |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Equipment                                                     |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Photocopies                                                   |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Color Copies                                                  |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Graphics                                                      |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Computer                                                      |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Travel                                                        |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Scanner                                                       |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | OCE Printer                                                   |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | \$0.00             | Sub Total \$0.00                                              |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | OTHER DIRECT COSTS TOTAL \$2,850.00                           |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  | Labor Multiplier (=1 for billing rate schedule) 1.00          |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | 0                  |                                                               |
|                                     |           | \$0.00                    | \$0.00               | \$0.00                | \$0.00                  | \$0.00             | TOTAL DIRECT LABOR \$ 12,772.00                               |
|                                     |           | \$1,592.00                | 48<br>\$5,192.00     | 36<br>\$4,112.00      | 16<br>\$1,876.00        | 112<br>\$12,772.00 | TOTAL COST \$15,622.00                                        |



**PROJECT SCHEDULE**  
**TASK ORDER 15-03: Spruce View Way WM**

| Project Phase                            | Duration (weeks) |   |   |   |   |   |   |   |   |    |
|------------------------------------------|------------------|---|---|---|---|---|---|---|---|----|
|                                          | 1                | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| <b>Task A - Hydraulic Model</b>          |                  |   |   |   |   |   |   |   |   |    |
| City to provide pressure data            |                  |   |   |   |   |   |   |   |   |    |
| Perform model / mtg w City               |                  |   |   |   |   |   |   |   |   |    |
| Submittal of memo                        |                  |   |   |   |   |   |   |   |   |    |
| <b>Task B - 75% Design</b>               |                  |   |   |   |   |   |   |   |   |    |
| Perform survey                           |                  |   |   |   |   |   |   |   |   |    |
| Request utility locate information       |                  |   |   |   |   |   |   |   |   |    |
| 75% Design                               |                  |   |   |   |   |   |   |   |   |    |
| Submittal to City / Agencies             |                  |   |   |   |   |   |   |   |   |    |
| Meeting w City on comments               |                  |   |   |   |   |   |   |   |   |    |
| <b>Task C - 100% Design</b>              |                  |   |   |   |   |   |   |   |   |    |
| Await response from utilities & agencies |                  |   |   |   |   |   |   |   |   |    |
| Revise plans / resubmit                  |                  |   |   |   |   |   |   |   |   |    |

Note: Task D - response to RAI will be provided within 1 week of RAI receipt



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

---

**SUBJECT:** Change Order No 1 to Task Authorization No 1 to the contract for Engineering Services with Wade Trim, Inc.

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve Change Order No 1 to Task Authorization No 1 contract for Engineering Services with Wade Trim, Inc. and to authorize the Mayor and City Clerk to execute all required contract documents.

---

**SUMMARY:** On March 26, 2015 Council approved Task Authorization No 1 to the Master Contract for Engineering Services with Wade Trim, Inc. for the Collection System Inflow & Infiltration Analysis.

Change Order No 1 to Task Authorization No 1 is required to cover the request for a 214 day final completion date. The original final complete date was May 28, 2015, with this change order it will be moved to December 31, 2015. This additional time is necessary for staff to consider additional data to finalize the Wastewater Collection System Inflow and Infiltration Analysis. There is no cost increase associated with this request.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                                                       |                                                                                                      |
|----|-------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 1. | Change Order No 1 to Task<br>No 1 - Signed            | Change Order No 1 to Task Authorization No 1 Wade<br>Trim signed.pdf                                 |
| 2. | Wade Trim - Request Letter                            | Port Orage CO1 - Letter - Req for Time 09.24.2015<br>(2).pdf                                         |
| 3. | Approved Task<br>Authorization No 1 with<br>Wade Trim | Wade Trim Inc. - Task Authorization No. 1 - Master<br>Contract for Engineering Serv. 3-17-15 (2).pdf |

---

Wiggins, Julia  
Wilson, Rick  
Neff, Andrew  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/23/2015  
Approved - 09/24/2015  
Approved - 09/24/2015  
Approved - 09/30/2015  
Final Approval - 10/01/2015

---



CHANGE ORDER NO. 1  
To Task Authorization No 1, dated March 26, 2015  
Master Contract for Engineering Services, dated March 17, 2015  
Wade Trim, Inc., Contractor

Project: Collection System Inflow & Infiltration Analysis

The following changes are hereby made to the Contract Documents:

| CHANGE IN CONTRACT PRICE:                                       | CHANGE IN CONTRACT TIMES:                                                                                          |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ 35,400                       | Original Contract Times<br><br>Substantial Completion: ____ days<br><br>Final Completion 63 days<br>(May 28, 2015) |
| Net changes from previous Change Order:<br><br>\$ 0             | Changes in contract time from previous Change Orders:<br><br>0 days                                                |
| Contract Price prior to this Change Order:<br><br>\$35,400      | Contract Completion Date prior to this Change Order:<br><br>Final Completion: May 28, 2015                         |
| Net Increase (decrease) of this Change Order No 1 :<br><br>\$ 0 | Changes in contract time requested this Change Order No. 1 : (Requires Council Approval)<br><br>217 days           |
| Contract Price with all approved Change Orders:<br><br>\$35,400 | Contract Times with all approved Change Orders:<br><br>Final Completion: December 31, 2015                         |

## CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under Task Authorization No 1 entered into by and between parties on March 26, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange and Wade Trim, Inc.
- II. REQUIRED CHANGES: To provide necessary additional time to complete the specified scope of services. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 is required to change the final complete date from May 28, 2015 to December 31, 2015. This additional time is necessary for staff to consider additional data finalize the wastewater collection system Inflow and Infiltration analysis. This is no cost associated with this request.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 1 under the Master Contract for Engineering Services is subject to a limit up to but not to exceed **Thirty-five Thousand Four Hundred dollars and no cents (\$35,400.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.



---

**Acknowledgments:**

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

**RECOMMENDED BY:**  
**KENNY HO, ENGINEER**  
Department Project Manager

By:   
Kenny Ho, Public Utilities Engineer

Date Signed: SEPT 25, 2015

**RECOMMENDED BY:**  
\_\_\_\_\_  
City's Representative

By: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ACCEPTED BY:**  
**WADE TRIM, INC.**  
Contractor

By:   
Edward G. Fontanin, Vice President

Date Signed: September 24, 2015

**RECOMMENDED BY:**  
\_\_\_\_\_  
Engineer of Record

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED BY:  
CITY OF PORT ORANGE  
Department Head

By: Andrew Neff  
Andrew Neff, Public Utilities Director

Date Signed: 9/25/2015

City Manager

By: M.H. Johansson  
Michael H. Johansson, City Manager

Date Signed: 9/25/15

If Council approval is required:

Affirmed:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



September 24, 2015

Andrew Neff  
Public Utilities Director  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129

Re: Task Authorization No 1 (dated March 26, 2015)  
Collection System Inflow & Infiltration Analysis  
Change Order No. 1: Request for Additional Contract Time

Dear Mr. Neff:

We are hereby requesting a change in contract time for the above-referenced project from the final completion date of May 28, 2015, to a final completion date of December 31, 2015. This will result in 217 additional contract days added to the Contract.

This time extension has been requested to allow for the acquisition of additional information from the Utilities Staff, to perform additional technical analyses on the data, and to allow the Utilities Staff additional time to consider the finalized analysis. No changes to the Contract Price have been requested.

We trust that this change order is acceptable to you. Should you have any questions regarding this request, please do not hesitate to let me know.

Sincerely,

WADE TRIM, INC.

A handwritten signature in blue ink, reading 'Edward G. Fontanin'.

Edward G. Fontanin, PE  
Vice President

EGF:CAL:cl

POU2000.01L  
pw:\\wtpworc02.wadetrtrim.com:projectwise\Documents\Projects\PI\Pou2000\01\Docs\Correspondence\I&I Analysis - CO1 - Req for Time  
09.24.2015.docx

cc: Rick Wilson, Assistant Public Utilities Director, City of Port Orange  
Kenny Ho, Public Utilities Engineer, City of Port Orange  
Julia Wiggins, Budget Analyst, City of Port Orange  
Christopher Little, PE, Wade Trim, Inc.

Wade Trim, Inc.  
3790 Dixie Highway, N.E.  
Suite D  
Palm Bay, FL 32905

321.728.3389  
321.728.3393 fax  
www.wadetrtrim.com



## Letter of Transmittal

WT189-02

*If transmitted items are not as noted, notify writer immediately.*

To: City of Port Orange Public Utilities  
1000 City Center Circle  
Port Orange, FL 32129

Date: September 24, 2015

Attn: Julia Wiggins  
Budget Analyst, Public Utilities

Transmitted By: ☐ Regular Mail ☒ Overnight Delivery

☐ Hand Delivered

RE: Change Order #1 Form & Letter  
Task Auth. #1, Collection System I&I Analysis

☐ Picked Up By:

☐ Other:

We are transmitting 1 copy(s) of the following:

|                                                                               |                                              |                                             |                                          |
|-------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Certificate for Payment No.                          | <input type="checkbox"/> Discs               | <input type="checkbox"/> Prints             | <input type="checkbox"/> Specs.          |
| <input checked="" type="checkbox"/> Contract Change Order No. 1               | <input type="checkbox"/> Drawings            | <input type="checkbox"/> Product Literature | <input type="checkbox"/> Tracings        |
| <input type="checkbox"/> Construction Change Req. No.                         | <input type="checkbox"/> Field Measure Plans | <input type="checkbox"/> Samples            | <input type="checkbox"/> Work Orders No. |
| <input type="checkbox"/> Copy of Letter                                       | <input type="checkbox"/> Plans               | <input type="checkbox"/> Shop Drawings      | _____                                    |
| <input checked="" type="checkbox"/> Other: Letter – Request for Contract Time |                                              |                                             |                                          |

For your: ☐ Action ☒ As Requested ☐ Information ☐ Review/Comment ☐ Use  
☐ Approval ☐ Distribution ☐ Records /Files ☐ Signature

Remarks: As requested, please find enclosed with this transmittal the Change Order 1 and letter for the above-referenced project.

Please do not hesitate to contact our office with any questions.

Job No. POU2000.01L

By: Christopher A. Little, PE 

cc: Edward G. Fontanin, PE, Wade Trim  
File

CAL:cl

3790 Dixie Hwy NE, Ste D 321.728.3389  
Palm Bay, FL 32905 321.728.3393 fax  
www.wadetrim.com



September 24, 2015

Andrew Neff  
Public Utilities Director  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129

Re: Task Authorization No 1 (dated March 26, 2015)  
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We trust that this change order is acceptable to you. Should you have any questions regarding this request, please do not hesitate to let me know.

Sincerely,

WADE TRIM, INC.

Edward G. Fontanin, PE  
Vice President

EGF:CAL:cl

POU2000.01L  
pw:\wtpworc02.wadetrtrim.com:projectwise\Documents\Projects\PI\Pou2000\01\Docs\Correspondence\I&I Analysis - CO1 - Req for Time  
09.24.2015.docx

cc: Rick Wilson, Assistant Public Utilities Director, City of Port Orange  
Kenny Ho, Public Utilities Engineer, City of Port Orange  
Julia Wiggins, Budget Analyst, City of Port Orange  
Christopher Little, PE, Wade Trim, Inc.

Wade Trim, Inc.  
3790 Dixie Highway, N.E.  
Suite D  
Palm Bay, FL 32905

321.728.3389  
321.728.3393 fax  
www.wadetrtrim.com



**TASK AUTHORIZATION NO. 1**  
**Master contract for Engineering Services dated March 17, 2015**  
**Between the City of Port Orange, Florida and Wade Trim, 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 **WADE TRIM, INC.**, a Florida corporation with its principal place of business at 8010 Woodland Center Boulevard, Suite 1200, Tampa, Florida ("Engineer"), 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. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Collection System Inflow & Infiltration Analysis as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 1 Exhibit "A."
3. Engineer shall complete the services to be provided herein within 63 days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Thirty-Five Thousand Four Hundred Dollars and no cents (\$35,400.00). 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.
5. 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 Engineer and the City until the City signs this Task Authorization.
- 6.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**WADE TRIM, INC.**

  
Printed Name: CHRISTOPHER LITTLE

By:   
Edward G. Fontanin, Vice President

  
Printed Name: KURT AHLGRIM

Date: MAR 18/15

Witnesses:

*Theresa Gutierrez*  
Printed Name: Theresa Gutierrez

*Karen Mead*  
Printed Name: Karen Mead

CITY OF PORT ORANGE

By: *Allen Green*  
Allen Green, Mayor

Date: 3/26/15

Witnesses:

*Theresa Gutierrez*  
Printed Name: Theresa Gutierrez

*Karen Mead*  
Printed Name: Karen Mead

ATTEST:

By: *Robin L. Fenwick*  
Robin L. Fenwick, CMC, City Clerk

Date: 3/26/15

[CA \_\_\_\_]

Task Authorization No 1  
Exhibit "A"

Wade Trim, Inc.  
Collection System Inflow  
&  
Infiltration Analysis



## **CITY OF PORT ORANGE, FLORIDA**

### **TASK ORDER 15-01**

#### **COLLECTION SYSTEM INFLOW & INFILTRATION ANALYSIS**

##### **Section I. BACKGROUND**

The City of Port Orange (City) has recognized an increase in the amount of a flow entering their wastewater treatment plant (WWTP). As a result of that, the City has taken an active approach in identifying areas where inflow or infiltration (I&I) may be occurring by means of smoke testing and televising sewer lines. The City, with its goal of significantly reducing I&I in their wastewater system, has requested the services of Wade Trim to expand the effort in identifying I&I in the system.

Wade Trim's effort in identifying I&I in the system will be by accumulating field information and assessing locations of where the highest probability of I&I is occurring. This will be done by analyzing historical existing data and proposed new measurement obtained in providing a broad approach in identifying I&I.

Provided below is a detail to the scope of work which Wade Trim will perform:

##### **Section II. SCOPE OF WORK**

Wade Trim agrees to perform the following tasks:

###### **Task A – Lift Station Run Time Analysis**

The scope of this task is to review the City's 100+ lift station's run times dating from March 2014 to present. In doing so, pump model numbers will be provided by the City for each of their lift stations. Wade Trim will incorporate the pump curve and run time to equate a flow per day from each lift station. Based that no continuous flow information is available Wade Trim will establish a high and low flow (average baseline) at each of the lift stations. The high and low flow will be calculated by reducing the pump curve 25% from the high and low end. This will provide a highest probability range of the flows produced at each of the lift stations on a per month basis.

###### **Task B – Flow Comparison**

The scope of this task involves reviewing and tabulating existing flows information the Utilities Department maintains in a format to do a per lift station flow comparison. The information used in this analysis will consist of the lift station flows as described in Task A, along with metered water flows per monthly period, and WWTP influent flows. This approach will be performed at 5 representative lift stations within the system. Based on the approach of "what comes in must come out" by comparing the metered water and comparing it to the per lift station flow per month will provide us information on which areas of the City are experiencing the highest I&I percentage. To do this., Wade Trim will breakdown the metered water data per monthly billing period and locate them per lift station tributary area. In addition Wade Trim will compare the

total metered water per billing cycle and compare it to the effluent WWTP flow to establish if certain months had higher flows of I&I.

Any additional water level information, rainfall data and any measured waste water flows within the City will be used in the analysis also.

### Task C – Summary of Results

The scope of this task involves summarizing the results from Task A & B and establishing areas in the City in which the data shows signs of unaccounted for wastewater flows (i.e. I&I). Wade Trim will provide the information obtained from Task A & B using: write-up, graphs and maps. The results from the analytical investigation provided by Wade Trim will be summarized in a report which will allow the City to establish what areas of the collection system require further investigation and/or sewer collection system rehabilitation projects to reduce I&I into the sewer collection system.

Wade Trim will initially present the data to the Public Utilities Department in a draft report format. Wade Trim and the City will review the information together and develop a consensus of recommendations of which areas within the collection system will require further effort needs (i.e. Step 2 of roadmap of I&I program) to be applied to locate I&I less than the areas of the lift station tributary areas.

Wade Trim will incorporate comments from the Public Utilities Department and submit the final version for their records and make a formal presentation to the City Council. The final report shall include a listing of benefits and costs of taking action to control / reduce I&I.

### **Section III. PROJECT TEAM**

|                                        |                     |
|----------------------------------------|---------------------|
| City of Port Orange / Project Manager: | Fred Griffith, PE   |
| Wade Trim / Project Manager:           | Edward Fontanin, PE |

### **Section IV. PERMITTING**

No permits are anticipated for the scope described for Wade Trim in this task order.

### **Section V. OWNER'S RESPONSIBILITY**

The following items are, but not limited to, required from the City in order to complete the above mentioned Task Order:

- historical information on all public lift station run times in Excel format (March 2014 to present)
- water account billing (same duration as lift station run time)

### **Section VI. DELIVERABLES**

The following will be provided the City:

Task A – Lift Station Run Time Analysis:

- Summary of data accumulated, approach to calculations and results

Task B – Flow Comparison

- Summary of data accumulated, approach to calculations and results

Task C – Summary of Results

- Draft report including recommendations
- Final report including recommendations

**Section VII. SCHEDULE**

Work will begin within five (5) days of notice-to-proceed and the duration for each task is as follows:

|                                          |         |
|------------------------------------------|---------|
| Task A – Lift Station Run Time Analysis: | 5 weeks |
| Task B – Flow Comparison:                | 2 weeks |
| Task C – Summary of Results:             | 2 weeks |

**Section VIII. METHOD OF COMPENSATION**

The total sum amount for the scope of work described above is \$35,400. The City shall compensate Wade Trim the lump sum fee for each task for the scope of services as specified prior in this task. The breakdown for this project is as follows:

|                                          |           |
|------------------------------------------|-----------|
| Task A – Lift Station Run Time Analysis: | \$ 17,760 |
| Task B – Flow Comparison:                | \$ 9,480  |
| Task C – Summary of Results:             | \$ 8,160  |

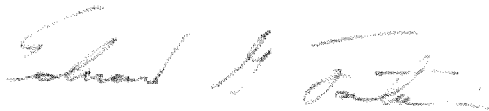
At the direction of the City of Port Orange, Wade Trim may be requested to provide additional services. These additional services will be billed at Wade Trim's standard hourly billing rates.

**Section IX. ACCEPTANCE**

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice-to-Proceed" for the accomplishment of this work.

WADE TRIM, INC.

City of Port Orange, Florida



\_\_\_\_\_  
Edward G. Fontanin, PE  
Vice President

\_\_\_\_\_  
Allen Green  
Mayor

February 23, 2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Project: TO 15-01\_I&I ANALYSIS  
Client: City of Port Orange  
Prepared By: EGF  
Date: February 12, 2015

Project Cost  
Estimating Sheet

WT102-01

[illegible]



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Award RFP #15-31 for Commercial/Industrial Realtor Services

**DEPARTMENT:** Community Development

---

**RECOMMENDED MOTION:** Move to approve the award of RFP #15-31 for Commercial/Industrial Realtor Services to John W. Trost, Prudential Commercial Real Estate FL, for real estate broker/firm services to sell various city properties for a one (1) year period with three (3) additional one (1) year renewal options.

---

**SUMMARY:** The City Evaluation Committee met on September 3 to review the proposals and selected John W. Trost, Prudential Commercial Real Estate FL. Staff recommends award of RFP #15-31 for Commercial/Industrial Realtor Services to John W. Trost, Prudential Commercial Real Estate FL.

The subject services will be funded through a percentage of the closing cost of each sale. Pursuant to the proposal, if a property sale is consummated with a separate cooperating broker, the City will compensate the Broker six percent (6%) of the sales price, which is to be paid only at closing on subject property. The six percent fee will be split equally between brokers. In the event of the sale being consummated with John W. Trost as the only broker, the City will compensate Mr. Trost five percent (5%) of the sales price.

Mr. Trost offers the following methodology and implementation process:

- Preparation of color brochure and marketing package with site layout and aerial photos
- Develop and monitor an on-going marketing and advertising plan including Target Market Generator, Postcard direct mail, proprietary database and e-mail broadcasts
- Nationally recognized Prudential real-estate sign
- MLS, Loopnet (Premium Level Exposure), CCiMNet, Catylist, Total Commercial, CoStar Showcase, Team Volusia Economic Development Corporation, and JohnTrost.com
- Meeting and showing property and its benefits to prospects and other brokers
- Evaluating letters of intent and contract negotiations
- Working through the details to closing with attorneys, lenders and others

There are the three properties the City is focused on selling at this time:

- 4460 Eastport Parkway, Lot 5 Eastport Business Park
- 4500 Eastport Parkway, Lot 6 Eastport Business Park Unit II
- 3875 Yorktowne Boulevard, Lot 8

Project              Funding Account

No.: No.:

---

**ATTACHMENTS:**

|    |                                   |                                                                                                     |
|----|-----------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. | RFP 15-31 Ranking - Final Summary | 15-31 Ranking - Final Summary.pdf                                                                   |
| 2. | RFP 15-31 Committee Minutes       | 15-31 Committee Minutes.pdf                                                                         |
| 3. | RFP 15-31 Prudential Submittal    | 15-31 Submittal - Prudential.pdf                                                                    |
| 4. | Location Maps                     | Location Maps - 3 city-owned properties for sale.pdf                                                |
| 5. | Standard Contract for Services    | Transact Realty Commercial Services Inc Standard Contract for Services with City of Port Orange.pdf |

---

|                    |                                |
|--------------------|--------------------------------|
| Cruz, Penelope     | Created/Initiated - 09/18/2015 |
| Clark, Wayne       | Approved - 09/18/2015          |
| Gomez, Joseph      | Approved - 09/18/2015          |
| Riehm, Tracey      | Approved - 09/29/2015          |
| Roberts, Margaret  | Approved - 10/01/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

---



The City of Port Orange

## Committee Evaluation Tab



### SUMMARY: FINAL RANKING

#### RFP #15-31 Commercial/Industrial Realtor Services

Meeting date: September 3, 2015 2:00 pm, Second Floor Conference Room, City Hall

| Committee member                                    | Coldwell Banker Commercial<br>Coast Realty | Prudential Commercial Real<br>Estate FL |
|-----------------------------------------------------|--------------------------------------------|-----------------------------------------|
| Wayne Clark, Director of Community Development      | 75                                         | 95                                      |
| Penny Cruz, Community Development Principal Planner | 89                                         | 98                                      |
| Tim Burman, Community Development Senior Planner    | 92                                         | 98                                      |
| Linda Johnson, Right of Way Agent                   | 47                                         | 100                                     |
| Robin Fenwick, City Clerk                           | 85                                         | 91                                      |
| <b>Total points:</b>                                | 388                                        | 482                                     |
| <b>Rank:</b>                                        | 2                                          | 1                                       |

**Evaluation Committee for this RFP:**

Wayne Clark, Director of Community Development  
Penny Cruz, Community Development Principal Planner  
Tim Burman, Community Development Senior Planner  
Linda Johnson, Right of Way Agent  
Robin Fenwick, City Clerk

**Notes: (Top ranked firm)**

1. Prudential



## MEMORANDUM

**To:** Wayne Clark, Penny Cruz, Tim Burman, Linda Johnson, and Robin Fenwick

**From:** Joseph A. Gomez, Purchasing Manager  
Jenny Juarez, Buyer

**Subject:** Committee Meeting Summary for RFP#15-31  
Commercial/Industrial Realtor Services

**Date:** 09/04/15

---

The following is a summary of the Committee Meeting for RFP#15-31 Commercial/Industrial Realtor Services held on 09/03/2015.

The meeting commenced at 2:00PM.

Present were: Wayne Clark, Penny Cruz, Tim Burman, Linda Johnson, Robin Fenwick, Joseph Gomez, and Jenny Juarez

An audio recording of the meeting was taken. A total of two submissions were received August 12, 2015: Coldwell Banker Commercial Coast Realty and Prudential Commercial Real Estate.

The committee discussed the submissions of each firm in terms of the adequacy of the proposal and compliance with the specifications, qualification and experience, reputation – local involvement and references, key personnel – project team resumes, project/service approach – range of services offered, and fee schedule.

The committee members determined oral presentations would not be required and ranked all proposals.

The totals were tabulated by Joseph Gomez and Jenny Juarez. The top ranked firm was Prudential Commercial Real Estate.

The meeting concluded at 2:14PM.

Meeting minutes were taken by Jenny Juarez. Should you have any questions or need assistance, please do not hesitate to contact me at 386-506-5704.





**Prudential**

**Commercial  
Real Estate FL**

**RESPONSE FOR REQUEST FOR PROPOSAL  
FOR COMMERCIAL/INDUSTRIAL  
REALTOR SERVICES**

**RFP #15-31**

**PREPARED BY:  
John W. Trost, CCIM**

**John W. Trost, CCIM**

**120 S. Palmetto Avenue, Daytona Beach, Florida 32114**

**Office: 386.253.8565 Ext.115 • Fax: 386.253.8544 • Mobile: 386-295-5723**

**Email: JTrost@ccim.net • Website: www.JohnTrost.com**

---

**R O C K   S O L I D   I N   C O M M E R C I A L   R E A L   E S T A T E**

SECTION 00030



**City of Port Orange**

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

**RFP #15-31**

**PROPOSER ACKNOWLEDGEMENT FORM**

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL***

**RFP TITLE:** Commercial/Industrial Realtor Services

**RFP RELEASE DATE:** July 10, 2015

**RFP NON-MANDATORY PRE-PROPOSAL MEETING:** July 21, 2015 at 10:30 a.m.

**RFP DEADLINE FOR QUESTIONS:** July 28, 2015 at 5:00 p.m.

**RFP DUE DATE & TIME:** August 12, 2015 at 2:30 p.m.

**Proposals Received After the Above Date and Time Will Not Be Considered.**

**PROPOSER'S NAME:** John W. Trost

**PROPOSER'S MAILING ADDRESS:** 120 S. Palmetto Avenue

**CITY-STATE-ZIP:** Daytona Beach, FL 32114

**PHONE NUMBER:** 386-253-8565 ext.115

**EMAIL:** JTrost@ccim.net

**ACKNOWLEDGMENT OF ADDENDA:** (circle each addendum) 0 1 2 3 4 5 6

If returning as a "No Proposal", please state reason (s): \_\_\_\_\_

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

**AUTHORIZED SIGNATURE (MANUAL)**

John W. Trost

**NAME (TYPED)**

Broker Associate

**TITLE**

8/11/2015

**DATED**



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LISTING OF PREVIOUS EXPERIENCE

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ANTI-COLLUSION STATEMENT

DRUG FREE / TIE PREFERENCE STATEMENT

INSUREANCE CERTIFICATES

REAL ESTATE LICENSE

FEE PROPOSAL

LOCAL BUSINESS AFFIDAVIT

Joseph A. Gomez, Purchasing Manager  
Finance Department  
City Hall  
1000 City Center Circle  
Port Orange, Florida 32129

August 12, 2015

RE: RFP #15-31 Commercial/Industrial Realtor Services

Dear Mr. Gomez,

John W. Trost and Prudential Commercial Real Estate FL is pleased to submit this Letter of Interest to provide Commercial/Industrial Realtor Services on behalf of the City of Port Orange (RFP #15-31). To my knowledge the firm has not had a judgement held or any award contract by another government agency terminated for default.

Trost and Prudential have the resources, capacity and experience to deliver all the required services. Since Trost joined Prudential over 14 years ago, they have been engaged in delivering commercial real estate brokerage services in Volusia County to developers, investors, banks and business owners, with full-time trained commercial real estate professionals and support staff.

Trost is one of the four commercial agents in the organization to have attained the coveted Certified Commercial Investment Member, CCIM designation awarded by the CCIM Institute. CCIM's are recognized experts in Commercial Real Estate Brokerage, Leasing, Asset Management, Valuation, and Investment Analysis. CCIM Partners are part of the world's largest commercial real estate network. A CCIM is an invaluable resource to the commercial real estate owner, investor, and user, and is among an Elite Corps of Professionals across North America who hold the CCIM designation -- The "Ph.D. of Commercial Real Estate".



Of the estimated 125,000 Commercial Real Estate Practitioners in North America, less than 10% currently hold the CCIM designation. CCIM Partners are backed by the latest technology products and business resources—like the Site To Do Business, an online suite of mapping, demographic & other tools, and DealShare an online platform that connects CCIM members to those who want to buy, lease, or sell properties.

Trost and his full-time award winning marketing team are energized and organized for the challenges that come with navigating the marketing and sales of commercial real estate.

Sincerely,

A handwritten signature in blue ink, appearing to be "John W. Trost". The signature is stylized with a large, sweeping loop at the bottom and a horizontal line across the middle.

John W. Trost, PA, CCIM  
Prudential Commercial Real Estate FL

## **Listings of Previous Experience**

### **Previous Experience**

#### **1) SR 100 Bunnell, FL - Date of sale 7/2015**

Listing agent and Buyer agent for out of town investors and local developer. Buyers plan for site to be developed into a self-storage facility by owners of Vanacore Homes.

\$620,000 6+/- Acres Parcel #12-12-30-0650-000B0-0120 & 12-12-30-0650-000B0-0110

Buyer contact:

Managing Member Scott Vanacore 386-672-8285 [scott@vanacorehomes.com](mailto:scott@vanacorehomes.com)

#### **2) 1057 Ocean Shore Boulevard, Ormond Beach, FL - Date of Sale 5/2015**

Listing agent for developer/owner of older motel entitled for Oceanfront condo project, buyer BB Mines a division of Minto Homes, site to be used for Minto's LPGA project Beach Club.

\$1,400,000 1.04 Acres Parcel # 4203-00-03-0030 Highest \$/FF sale at the time

Seller contact:

Managing Member Paul Holub 386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)

#### **3) 750 Charles Street, New Smyrna Beach, FL - Date of Sale 5/2015**

Listing agent for major land/owner vacant pasture/timberland, buyer Elreslan Three Investment group a local family. No plans disclosed for future use.

\$480,000 12 Acre Parcel # 7201-00-00-0031 Highest \$/Acre sale at the time

Seller contact:

Manager John Brooks 386-681-6255 [JBrooks@iscmotorsports.com](mailto:JBrooks@iscmotorsports.com)

#### **4) 3780 South Nova Road, Port Orange, FL - Date of sale 3/2015**

Listing agent for local investment group, I brought them the former Regal Port Orange Six theater, after renovations, developer sold off on out parcel to a multi-location operator of bar and grill.

\$875,000 under 1 Acre Parcel # 6309-44-00-0070

Seller contact:

Managing Member Paul Holub 386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)

5) **910 Peninsula Drive, Daytona Beach, FL** - Date of sale 1/2015

Listing agent for local investment group, I brought vacant land to the investment group when it was bank owned, they purchased for \$761,000 5/2012. Most recent sale; buyer South Florida investment group. Former site of proposed Black Pearl Condo.

\$1,670,000 4.72+/- Acres Parcel # 5309-15-01-0040, 5309-15-01-0041, 5309-15-01-0057, 5309-15-01-0060 and 530919-00-0130

Seller contact:

Managing Member Paul Holub 386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)

6) **240 South Williamson Boulevard, Ormond Beach, FL** - Date of sale 10/2014

Listing agent for local physician and builder, vacant land. Buyer Launch Credit Union, buyer to construct credit union branch

\$925,000 1.90+/- Acres Parcel # 4230-13-00-0020

Seller contact:

Managing Member Robert De Filippo 386-481-4815 [RJD4949@aol.com](mailto:RJD4949@aol.com)

7) **1225 and 1245 W Granada Blvd., Ormond Beach, FL** - Date of sale 9/2014

Buyer's agent for local investment group, developer had property with a small house under contract they need to acquire more frontage from the church next door to make feasible, I worked with city and several church members over several months to complete assemblage.

\$319,300 1.08 +/- Acres Parcel # 4230-00-00-0051 and 4230-00-00-0051

Buyer contact:

Managing Member Paul Holub 386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)

8) **SE Interchange, New Smyrna Beach, FL** - Date of sale 9/2013

Seller's agent for local investment group, Buyer division of Florida Memorial Hospital purchased two parcels for the 33,000+/- sf medical center currently in operation. The commercial subdivision had not been completed by the developer sites required coordinating and attending several meetings with planning, zoning, utilities, developers, attorneys, engineers and hospital representative, all challenges worked out in less than 100 days.

\$1,640,000 3.45 +/- Acres Parcel # 7322-01-00-0020 and 7322-01-00-0030

Seller contact:

Managing Member Paul Holub 386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)

9) **3795 Roosevelt Court, Daytona Beach, FL** - Date of sale 7/2014

Listing agent and Buyer agent for bank owned property in Tiger Bay Estates.

\$85,000      21.68 +/- Acres    Parcel # 6207-00-00-0016

Seller contact:

SVP/REO Director    Larry Benton    305-662-4538 [lbenton@fcb1923.com](mailto:lbenton@fcb1923.com)

10) **3370 Ocean Shore Boulevard, Ormond Beach, FL** - Date of sale 12/2013

Listing agent and Buyer agent for bank owned ocean view land just north of Fairway Condominiums. Developer ready for 27 permitted units.

\$375,000      1.36 +/- Acres    Parcel # 3216-10-03-0010

Seller contact:

SVP/REO Director    Larry Benton    305-662-4538 [lbenton@fcb1923.com](mailto:lbenton@fcb1923.com)

11) **1889 SR 44, New Smyrna Beach, FL** - Date of sale 11/2013

Listing agent for bank owned redevelopment opportunity of former Pub 44 property.

\$1,100,000      2.36 +/- Acres    Parcel # 7324-00-00-0020, 7324-00-00-0021 & 7324-00-00-0029

Seller contact:

SVP/REO Director    Larry Benton    305-662-4538 [lbenton@fcb1923.com](mailto:lbenton@fcb1923.com)

12) **731 Clyde Morris Boulevard, Daytona Beach, FL** - Date of sale 5/2013

Buyer agent for local developer. Build to suit for Humana as long term tenant.

\$200,000      0.91 +/- Acres    Parcel # 5338-01-18-0097

Buyer contact:

Managing Member    Paul Holub    386-677-7617 [holubdev@aol.com](mailto:holubdev@aol.com)



## **Customer References:**

John worked diligently in a tight market to provide me with the best alternatives possible. I was very pleased with the attention given to my situation and the promptness with which my questions, requests and directives were handled.

*Lowell Lohman  
Lohman Funeral Homes  
Ormond Beach, FL*

I have known John Trost for many years. I am pleased to write this letter of reference on his behalf.

John is well known in the Port Orange, Florida and Volusia County area as a Florida Commercial Realtor. Recently he worked very diligently to assist me in leasing a professional office building in Port Orange, Florida.

He responded to my phone calls and e-mails promptly and courteously and had many helpful suggestions during the recently completed negotiation process. He often would correspond with me after normal business hours and on weekends which I greatly appreciated. He always acted in a professional manner.

In summary, I would highly recommend John Trost for assistance with any Commercial Real Estate transaction.

*H. Michael Seltzer, MD  
Port Orange, FL*

My husband and I recently closed on the purchase of commercial office space in the Arman Medical Center in Port Orange. John Trost had assisted us in the past with a previous commercial transaction so we called on him in again when we began looking at a unit. John is very well connected in this area and those connections really pay off in terms of his knowledge of our commercial market. We would not hesitate to call on John again if we are ever in the market to buy or sell commercial property.

*Susanne D. McCabe, P.A.  
McCABE LAW FIRM  
Port Orange, FL*

I have had the good fortune to have worked with Mr. Trost on several commercial real estate ventures over the past few years. Not only did he demonstrate the highest quality of professionalism in his representation of my properties, he researched the local data, organized a first rate plan and accomplished the sales for me in a swift and efficient manner. He was able to meet these goals and at the same time provide both the buyer and seller a win-win euphoria.

*Alan D. Spertus, M.D.  
Port Orange, FL*

John Trost has proven himself to be a valuable asset in our commercial real estate investing. He brings a level head and a wealth of experience to every decision and discussion we have. He seems to be equally skilled in selling, purchasing and leasing property. I plan on having John involved in any future commercial real estate ventures that we explore.

*Brendan Galbreath*  
*GBP Investments, LLC*  
*Ormond Beach, FL*

In the summer of 2008, John helped us with the purchase of the Lone Star Steakhouse on Dunlawton Ave, which we hope to be open in first quarter of 2010. John Trost has the upmost market knowledge in the commercial real estate field, and his expertise and attention to detail is unmatched. Thank you John for all your help and we at ABC look forward to working with you again in the future.

*Chris Quarles*  
*ABC Fine Wine & Spirits*  
*Port Orange, FL*

We have been working with John Trost since 2005. Living in S. Florida and being nearly three hours away from the property, John has been a tremendous asset to us, handling "above and beyond" all that is involved in renting our properties. In one situation, he even coordinated and managed having the unit painted, re-carpeted, etc., from identifying the contractor to seeing the work completed. His follow up is impeccable and we proudly recommend John for any real estate selling or rental needs.

*Gene & Bonnie Mulligan*  
*Port Orange, FL*

We started to work with John in 2010. He helped us with a purchase of a distressed property in Port Orange. This is our first commercial property and we have learned a lot from John. He gave us great advice without being "too pushy". We are deeply impressed by his professional knowledge and close tie to the local community which is a huge plus in the real estate market. Subsequently he advise us with the lease strategy and then assisted us to lease the property out with very reasonable terms. He followed up each case closely and showed strong integrity and professionalism during the course. We deeply appreciate the help from John and his associate.

*Jade Property of Central Florida*  
*Port Orange, FL*

# **QUALIFICATIONS OF JOHN W. TROST, PA, CCIM**

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120 South Palmetto Avenue, Daytona Beach, Florida 32114  
Email: JTrost@ccim.net

Office: 386-253-8565 Ext 115  
Cell: 386-295-5723

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## **GENERAL**

### **Prudential Commercial Real Estate FL**

2001 – Present

Licensed Real Estate Broker specializing in Commercial Real Estate.

Coordinated land acquisition and development of office and retail centers. Managed the marketing, sales and leasing for various developers and property owners. Interaction with governmental regulatory agencies. Investments Sales of Single and Multiple Tenant Properties.

### **Southeastern Healthcare Management**

1983 – 1998 Central Florida

Privately held: 500-1000 employees; Management of Long Term Care Facilities in Southeastern US  
Various Positions: Software and Management Services Sales, Acquisitions and Analysis of Long Term Care Facilities, Chief Financial Officer and Partner

Involved in various aspects of finance, accounting, real estate development and operations, financial reporting for Medicaid and Medicare.

## **PROFESSIONAL EXPERIENCE**

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A recognized market leader in Land sales, raw and entitled, leasing of Office and Retail properties. For over 30 years a licensed Florida real estate broker practicing commercial real estate management and income property brokerage. During that time has marketed, sold, managed developed and owned various real estate investment projects, including office buildings, residential subdivisions and healthcare properties throughout Florida. A hands-on professional with experience working with business professionals, developers and investors. Accomplished in structuring and negotiating with governmental regulatory agencies and local planning committees. Combines his unrelenting advocacy on behalf of his clients with strong technical real estate skills.

## **EDUCATION**

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- Florida Licensed Real Estate Broker Sales Associate
- BA Business Administration—Finance  
University of Central Florida
- CCIM - Certified Commercial Investment Member - Commercial real estate industries highest designation

## **SPECIALIZATION**

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- Commercial Sales - Specializing in Land, Office and Retail
- Commercial Leasing - Office, Retail and Ground Leases

## **PROFESSIONAL ORGANIZATIONS**

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- Commercial Investment Division of Daytona Beach
- National, Florida and Daytona Beach Association of Realtors
- Central Florida Commercial Association of Realtors
- CCIM Partners
- ICSC - International Council of Shopping Centers

## **COMMUNITY ACTIVITIES**

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- Pop Warner Football – Board of Directors 1996-1997
- Spruce Creek High School Quarterback Club - President 1997-1998
- Arthaus - Board of Directors 1998-2007

## **PERSONAL ACHIEVEMENTS**

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Mentoring of colleagues. John's family includes wife, Brenda, sons Jason and Jonathan and daughter, Caitlin.

## **REPRESENTATIVE CLIENT LIST**

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PNC Bank  
Florida Community Bank  
TD Bank  
City National Bank  
Holub Development  
SunGlow Construction  
Bealls Outlets  
TGI Fridays  
Dominos  
Monterey Grill  
Allstate Insurance  
State Farm  
Hackman Capital  
Leslie Pools  
Cobb Cole  
Kinsey, Vincent and Pyle  
Florida Hospital  
Halifax Health  
Humana  
MetCare  
Jade Investments  
Vanacore Homes  
Global City Center  
CCI Construction  
Parks Dermatology  
Port Orange Medical Center  
Lakeside Medical Center

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Fisher Investments  
GBP Investments

## RECENT TRANSACTIONS

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- Oceanfront Motel on 1.04 Acres 1057 Ocean Shore Blvd, Ormond Beach \$1,400,000
- 12 Acres 750 Charles Street, New Smyrna Beach \$480,000
- Former Bank Building 4410 S. Ridgewood Avenue, Port Orange \$505,000
- Intracoastal Development Site 4.72+/- Acres Daytona Beach \$1,670,000
- 1.08 acres a portion of 1225 W. Granada Blvd & 1245 W. Granada Blvd, Ormond Beach \$319,212
- 2.4 acres 240 Williamson Blvd, Ormond Beach \$925,000
- Former Bank Building 1812 Ridgewood Avenue, Holly Hill \$1,040,000
- Shoppes at Southwinds a 13,758 SF Retail Center Port Orange \$1,750,000
- Retail Building & Land 311 S. Ridgewood Avenue, Edgewater \$1,625,000
- Retail Building 370 S. Nova Road, Daytona Beach \$375,000
- Office/Medical Building 3911 S. Nova Road, Port Orange \$400,000

## AWARDS AND RECOGNITION

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### 2015

Top 3 Agents/Teams in Florida 1st quarter

### 2014

Top 3 Agents/Teams in Florida 4th quarter

Chairman's Circle – Gold

Pinnacle Sales Professional – Top 5 Sales Professional

### 2013

Top 3 Sales Agents/Teams in Florida 1st quarter

Chairman's Circle – Gold

Pinnacle Sales Professional – Top 5 Sales Professional

### 2012

Top 3 Sales Agents/Teams in Florida 2nd quarter

Chairman's Circle – Gold

Pinnacle Sales Professional – Top 5 Sales Professional

Prudential Legend Award

### 2011

Top 3 Agents/Teams in Florida 2nd quarter

Chairman's Circle – Gold

#### 2010

Top 3 Sales Professionals in Florida 2nd quarter

#### 2009

1st Place in Award – Top 3 Sales Professional in FL

#1 Top Sales Professional 1st quarter

#1 Top Sales Professional 2nd quarter

Top 3 Sales Professionals in Florida 4th quarter

Chairman's Circle – Gold

Top of the Rock – #1 Producer – Prudential National Overall Top Volusia County Producer – Central Florida Commercial Association of Realtors

Top Investment Producer – Central Florida Commercial Association of Realtors

#### 2008

#2 Top Sales Professional 3rd quarter

Top Sales Professional 4th quarter

Leading Edge Society

Top Producer in Volusia County – Central Florida Commercial Association of Realtors

Top 10 Office Producer – Central Florida Commercial Association of Realtors

#### 2007

#3 in the Southern Region 1st quarter

#2 Top Sales Professional 2nd quarter

Top Sales Professional 3rd quarter

Chairman's Circle – Gold

#### 2006

#3 in the Southern Region 2nd quarter

#2 in the Southern Region 4th quarter

Top Sales Professional 4th quarter

#1 in Office Sales & Leasing – Volusia County – Central Florida Commercial Association of Realtors

Chairman's Circle – Gold

#### 2005

President's Circle

Top Sales Professional 4th quarter

#### 2004

President's Circle

#### 2003

President's Circle

Top Sales Professional 4th quarter

### **REFERENCES**

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Available upon request.

# QUALIFICATIONS OF STEPHANIE M. HIATT

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120 South Palmetto Avenue, Daytona Beach, Florida 32114  
Email: Stephanie.Hiatt@gmail.com

Office: 386-253-8565 Ext 115  
Cell: 386-383-7573

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## PROFESSIONAL EXPERIENCE

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January 2006 – Present      Prudential Commercial Real Estate FL, Daytona Beach, FL  
**Sales Associate/Marketing Coordinator**

- Compile marketing proposals and presentations
- Process lease and sale transactions
- Prepare/draft lease/sale documents including; marketing flyers, lease/sale proposals, new leases, renewals/extensions, amendments, and listing/co-brokerage agreements
- Input and maintain marketing information on various listing websites
- Generate press releases, RFPs, and other marketing materials
- Prepare marketing reports for customers
- Maintain accurate contact management database
- Assist Broker with various duties

August 2000 – November 2005      New York Life Insurance Company, Scottsdale, AZ  
**Recruiter**

- Responsible for the sourcing and recruitment of candidates ranging from entry-level to experienced hires
- Drive all aspects of the recruiting process as well as create a pipeline for future talent
- Identify and source talented candidates through networking, employee referrals, direct marketing, email campaigns, internet advertising, and searching internet resume databases
- Evaluate applicants by discussing job requirements and applicant qualifications with managers and interviewing applicants on consistent set of qualifications
- Ensure consistent hiring standards were used across the organization

## EDUCATION

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**Phoenix College**, Phoenix, FL - Business Administration with Emphasis in Finance  
Florida Licensed Real Estate Sales Associate

## REPRESENTATIVE CLIENT LIST

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PNC Bank  
Florida Community Bank  
TD Bank  
City National Bank  
Holub Development  
SunGlow Construction  
Bealls Outlets  
TGI Fridays  
Dominos  
Monterey Grill  
Allstate Insurance

State Farm  
Hackman Capital  
Leslie Pools  
Cobb Cole  
Kinsey, Vincent and Pyle  
Florida Hospital  
Halifax Health  
Humana  
MetCare  
Jade Investments  
Vanacore Homes  
Global City Center  
CCI Construction  
Parks Dermatology  
Port Orange Medical Center  
Lakeside Medical Center  
Fisher Investments  
GBP Investments

## **RECENT TRANSACTIONS**

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- Retail Building 370 S. Nova Road, Daytona Beach \$375,000
- Office/Medical Building 3911 S. Nova Road, Port Orange \$400,000

## **REFERENCES**

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Available upon request.





## ***Methodology and Implementation Process***

### ***Preparation of Color Brochure and Marketing Package***

Hard copy and electronic.

### ***Presentation with Site Layout and Aerial Photos***

For the best presentation of property features.

### ***Develop and monitor an On-Going Marketing & Advertising Plan***

Target Market Generator, Postcard Direct mail, Proprietary Database and Email broadcasts.

Implemented and monitored by full-time marketing coordinator with a proven results driven marketing strategy

### ***Presentation, Proposal Evaluation and Closing***

Meeting and Showing Property and its Benefits to Prospects and other Brokers

Evaluating Letters of Intent and Contract Negotiations.

Working through the Details to Closing with Attorneys, Lenders and Others.

### ***Nationally Recognized Prudential Billboard Sign to be erected as permitted on Property***

The Prudential name and "Rock" logo instill confidence and integrity a standardized layout and appropriate property description on the 97% internationally recognized property sign.

### ***Loopnet #1 in Commercial Real Estate Online – Premium Level Exposure***

The highest visited commercial real estate site in the country.

Ability to track listing statistics and email prospects.

### ***CCIMNet, Catylist, TotalCommercial, CoStar Showcase, and JohnTrost.com***

Placing property within access to the most qualified buyers, tenants and commercial practitioners in the country by utilizing the most subscribed and visited portals and search engines, such as Oodle Classifieds, RE Business Online, CIMLS, Google and Yahoo.

Track all listing statistics and email prospects.

### ***MLS***

Place in Multiple Listing Service.

Introduces the property to over 1700 licensed agents in the Greater Daytona Area.

### ***Team Volusia Economic Development Corporation***

An organization that works to support business growth and recruit new business in Volusia County and its 16 cities. Utilizing Volusia At A Glance, Site Selection & Planning and CEO Business Alliance.



## Additional Marketing

Listings are pushed to the following websites and search engines:

|                                                                                     |                                                                                                                                                                                         |                                                                                     |                                                                                                                                                                                |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>SiteLink: Prudential Commercial Real Estate FL</b><br><a href="http://flcommercial.cattlyst.com">http://flcommercial.cattlyst.com</a><br>Our company's website, powered by Catylist. |    | <b>Catylist.com</b><br><a href="http://cattlyst.com">http://cattlyst.com</a><br>Catylist's national commercial real estate search engine, drawing thousands of visitors daily. |
|    | <b>PropertyShark</b><br><a href="http://www.propertyshark.com">http://www.propertyshark.com</a><br>A property research database covering major markets.                                 |    | <b>OfficeSpace</b><br><a href="http://officespace.com">http://officespace.com</a><br>A tenant-focused search engine for office, retail, and industrial space.                  |
|    | <b>42Floors</b><br><a href="http://42floors.com">http://42floors.com</a><br>A tenant-focused search engine for leasing office space.                                                    |    | <b>TheSquareFoot</b><br><a href="http://thesquarefoot.com">http://thesquarefoot.com</a><br>An online platform for commercial real estate leasing.                              |
|    | <b>RetailMLS</b><br><a href="http://retailmls.com">http://retailmls.com</a><br>A comprehensive MLS for Retail listings.                                                                 |    | <b>Rofo</b><br><a href="http://rofo.com">http://rofo.com</a><br>A tenant-focused search engine for office, retail, and industrial space.                                       |
|    | <b>Real-Buzz</b><br><a href="http://realbuzz.com">http://realbuzz.com</a><br>An international commercial property search engine, powered by ImmoBelt.                                   |    | <b>Oodle Classifieds</b><br><a href="http://oodle.com">http://oodle.com</a><br>One of the world's largest classified services.                                                 |
|  | <b>Lycos Classifieds</b><br><a href="http://lycos.com">http://lycos.com</a><br>One of the world's largest classifieds services                                                          |  | <b>Vast Classifieds</b><br><a href="http://vast.com">http://vast.com</a><br>A leading vertical search platform for real estate with millions of users a month.                 |
|  | <b>Google</b><br><a href="http://google.com">http://google.com</a><br>The world's leading search engine.                                                                                |  | <b>Bing</b><br><a href="http://bing.com">http://bing.com</a><br>A search engine powered by Microsoft.                                                                          |

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §  
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Sheriff Guindi, who being first duly sworn, deposes and says:

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

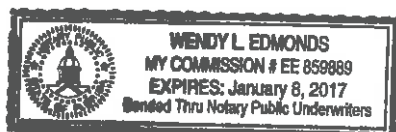
Name of Firm: Prudential Commercial Real Estate FL

By: Sheriff Guindi, Broker/Owner  
Printed Name and Title

Date Signed: Sheriff Guindi 8/11/15

The foregoing instrument was acknowledged before me this 11 day of August, 2015  
by Sheriff Guindi as Broker/owner of Prudential Commercial Real Estate and who:

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.



Wendy Edmonds  
Notary Public, State of Florida  
Printed Name, Commission Seal and Term Expiration Date

**SECTION 00180**

**ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT PROPOSAL FORM:**

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

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

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

NAME OF FIRM: Prudential Commercial Real Estate FL

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

PRINTED SIGNATURE: Sheriff Guindi

TITLE: Broker/Owner

ADDRESS: 120 S. Palmetto Avenue

CITY: Daytona Beach STATE: Florida ZIP CODE: 32114

TELEPHONE: 386-253-8565 FAX: 386-253-8544

COMPLETION TIME: 8/11/2015 at 12:12 pm

F.E.I.N. NUMBER: 59-3668817

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

**NO PROPOSAL (REASON):**  
\_\_\_\_\_

SECTION 00190

**DRUG FREE PREFERENCE STATEMENT**

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

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

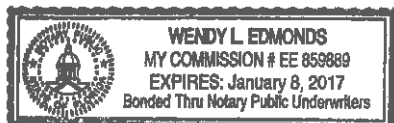
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about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

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

FIRM: Prudential Commercial Real Estate FL

Sheriff Guindi  
Name and Title: Sheriff Guindi, Broker/Owner

The foregoing instrument was acknowledged before me this 11 day of August, 2015  
by Sheriff Guindi as Owner/Broker of Prudential Commercial and who: ☒ is personally known to  
me; or ☐ has produced \_\_\_\_\_ as identification.



Wendy Edmonds  
Notary Public, State of Florida at Large  
Printed Name, Commission Seal and Term Expiration Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/31/2015

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

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

|                                                                                                                                                 |                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Advantage Insurance Group, LLC<br>555 W Granada Blvd Ste D-11<br>Ormond Beach, FL 32174                                      | <b>CONTACT NAME:</b> KENNETH E. NICHOLS<br><b>PHONE (A/C, No, Ext):</b> 386-615-3353<br><b>FAX (A/C, No):</b> 386-615-3351<br><b>E-MAIL ADDRESS:</b> ken@advantageinsgroup.com              |
| <b>INSURED</b><br>TRANSACTION REALTY COMMERCIAL SERVICES, INC<br>DBA PRUDENTIAL COMMERCIAL FL<br>120 S. PALMETTO AVE.<br>Daytona Beach FL 32114 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> HOUSTON CASUALTY COMPANY<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                               | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                        |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                    |                        |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                 |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                      |                        |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>if yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                               |                        |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                      |
| A        | E&O                                                                                                                                                                                                                                                             |                        | H714-104491   | 10/1/15                 | 10/2/16                 | \$1M / \$1M                                                                                                                                                                           |

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

REAL ESTATE OFFICE / COMMERCIAL PROPERTY MANAGEMENT  
120 S. PALMETTO AVE, DAYTONA BEACH, FL

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF PORT ORANGE  
ATTN: JOSEPH A. GOMEZ,  
PURCHASING MANAGER  
1000 CITY CENTER CITY  
PORT ORANGE, FL 32127

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

*Kenneth E. Nichols*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2014

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

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

|                                                                                                             |                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Advantage Insurance Group, LLC<br>555 W Granada Blvd Ste D-11<br>Ormond Beach, FL 32174  | <b>CONTACT NAME:</b> KENNETH E. NICHOLS<br><b>PHONE (A/C. No. Ext.):</b> 386-615-3353<br><b>E-MAIL ADDRESS:</b> ken@advantageinsgroup.com<br><b>FAX (A/C. No.):</b> 386-615-3351              |
| <b>INSURED</b><br>TRANSACT REALTY AND INVESTMENT, INC.<br>720 S. ATLANTIC AVE.<br><br>ORMOND BEACH FL 32176 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> FOREMOST INSURANCE COMPANY<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                               | ADDL INSR                           | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS                                                                                                                                                                                                                                      |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | PAS 40843006  | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                     |                                     | PAS 40843006  | 07/01/2015 | 07/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 300,000<br>BODILY INJURY (Per accident) \$ 300,000<br>PROPERTY DAMAGE (Per accident) \$ 300,000<br>PIP \$ 10,000                                                    |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                |                                     |               |            |            | EACH OCCURRENCE \$ EXCLUDED<br>AGGREGATE \$ EXCLUDED<br>\$ EXCLUDED                                                                                                                                                                         |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N<br><input type="checkbox"/> N/A |               |            |            | PER STATUTE<br>E.L. EACH ACCIDENT \$ EXCLUDED<br>E.L. DISEASE - EA EMPLOYEE \$ EXCLUDED<br>E.L. DISEASE - POLICY LIMIT \$ EXCLUDED                                                                                                          |

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

REAL ESTATE OFFICES

## CERTIFICATE HOLDER

## CANCELLATION

FOR INSURANCE VERIFICATION ONLY

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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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE



| LICENSE NUMBER |  |
|----------------|--|
| BK160420       |  |

The BROKER  
Named below IS LICENSED  
Under the provisions of Chapter 475 FS.  
Expiration date: SEP 30, 2015

TROST, JOHN W PA  
120 S. PALMETTO AVENUE  
DAYTONA BEACH FL 32114



RICK SCOTT  
GOVERNOR

ISSUED: 08/28/2013 SEQ # L1308280003061  
DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE

LICENSE NUMBER

SL3178161

The SALES ASSOCIATE  
Named below IS LICENSED  
Under the provisions of Chapter 475 FS.  
Expiration date: MAR 31, 2016



HIATT, STEPHANIE MICHELLE  
614 SOUTH FLAMINGO DRIVE  
HOLLY HILL FL 32117



ISSUED: 02/20/2014 SEQ # L1402200000926  
DISPLAY AS REQUIRED BY LAW



## **Fee Proposal/Schedule**

### Sale of property fee

i) In the event of the sale being consummated with cooperating broker, the Seller shall compensate Broker Six percent (6%) of the sales price to be paid only at Closing on subject property, the six percent fee shall be split 50/50 between brokers.

ii) In the event of the sale being consummated with John W. Trost as the only broker, the Seller shall compensate Broker Five percent (5%) of the sales price to be paid only at Closing on subject property.

### Leased property fee

i) If the Property is leased to Tenant and consummated with cooperating broker the Seller shall compensate Prudential Six percent (6%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised. Lease fees shall be split 50/50 between brokers.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

ii) If the Property is leased to Tenant and consummated with John W. Trost as the only broker the Seller shall compensate Prudential Five percent (5%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

### Marketing Costs

Prudential will be responsible for all marketing costs including but not limited to staff, advertising & marketing materials, travel and signage.

### Carry Over Compensation

Prudential to be compensated if Property, or any interests therein are sold, leased or contracted to be sold or leased or otherwise transferred within 180 days after Termination Date to anyone to whom the Property was submitted by or through the efforts of any Broker or Owner before Termination Date. However, the obligation to pay such compensation to Broker shall cease if a bona fide Exclusive Right of Sale or Lease Contract is entered into after the Termination Date with another licensed Broker and a sale, lease or exchange or contract, of Property is made during the term thereof.

**SECTION 00125**  
**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/BID/CONTRACT/PROJECT # (as applicable): RFP #15-31  
BUSINESS NAME: Transact Realty Commercial Services Inc dba  
Prudential Commercial Real Estate FL  
CONTACT PERSON/TITLE: Sheriff Guindi, Broker/Owner  
MAILING ADDRESS: 120 S. Palmetto Avenue  
CITY-STATE-ZIP: Daytona Beach, FL 32114  
Length of Time at Address Provided: 12 years  
Physical Presence of Business: ☐ Headquarters. ☐ Manufacturing Facility, or ☒ Locally Owned Franchise  
and within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida  
FEIN (Federal Employer Identification Number): 59-3668817  
BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship  
☐ Other (Specify): \_\_\_\_\_  
PHONE NUMBER: 386-253-8565 FAX: 386-253-8544  
EMAIL: sheriffguindi@gmail.com

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

**ATTESTATION – I understand that:**

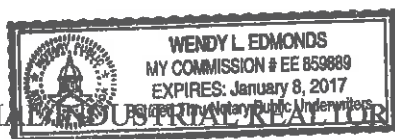
- In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Sheriff Guindi who, after being sworn according to law, stated that he or she was authorized to represent Prudential Commercial 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**

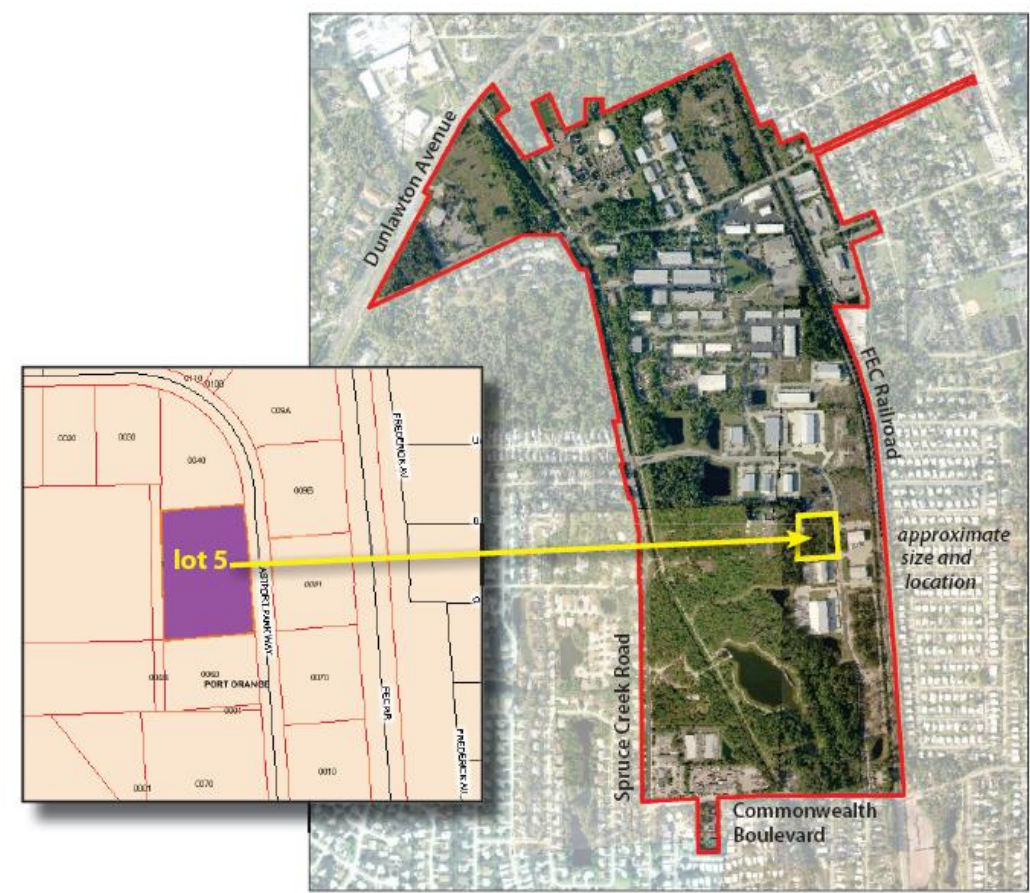
Wendy L Edmonds  
SIGNATURE OF NOTARY PUBLIC  
THIS 11 DAY OF August, 2015  
My Commission Expires: 01-08-17  
NOTARY SEAL

Sheriff Guindi 8/11/15  
SIGNATURE OF AFFIANT DATE  
Sheriff Guindi, Broker/Owner  
PRINTED NAME OF AFFIANT / TITLE  
Prudential Commercial Real Estate FL  
COMPANY

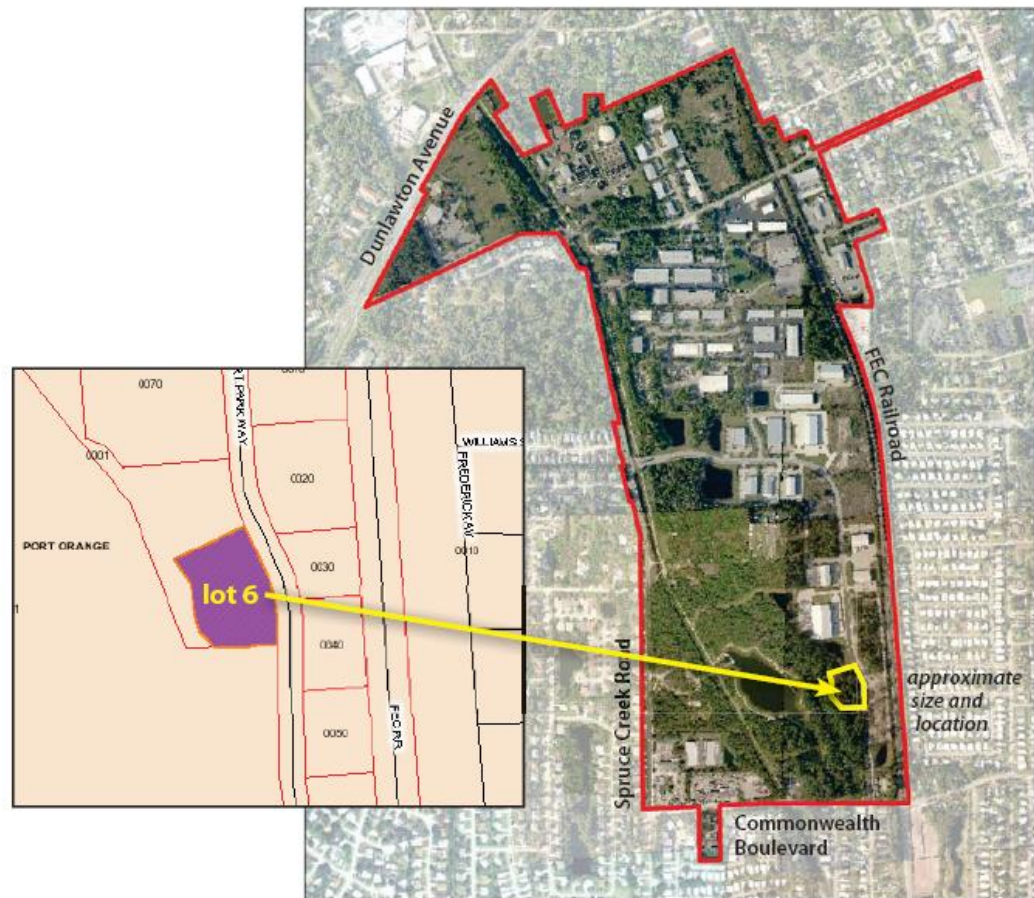




4460 Eastport Parkway, Lot 5 Eastport Business Park



4500 Eastport Parkway, Lot 6 Eastport Business Park Unit II



3875 Yorktowne Boulevard, Lot 8







## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 **TRANSACT REALTY COMMERCIAL SERVICES, INC.**, a Florida corporation whose principal address is 120 South Palmetto Avenue, Daytona Beach, Florida 32114 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange real estate broker/firm services to sell various city properties, more specifically described in Exhibit "1", attached hereto.

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

Term: The initial term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until September 30, 2016 (the "Initial Term").

Annual Renewals: This contract may be renewed for three (3) additional periods as follows:

|                |                                            |
|----------------|--------------------------------------------|
| Renewal No. 1: | October 1, 2016 through September 30, 2017 |
| Renewal No. 2: | October 1, 2017 through September 30, 2018 |
| Renewal No. 3: | October 1, 2018 through September 30, 2019 |

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Manner and Place: As outlined in Request for Proposal No. 15-31, 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 the notice to proceed issued hereunder.

Licensure Requirements: Contractor shall comply with all applicable federal, state, county and city laws, regulations and ordinances with respect to the licensing and certifications required for the performance of work as specified by this Contract and attached exhibit.

Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor 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 by an authorized agent of the City of Port Orange.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor as set forth in Exhibit "1" attached hereto. 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 Administration. The Community Development Director, Wayne Clark, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. 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 19 of this contract concerning disputes.

5. 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.

6. 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.

7. 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.

8. 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.

(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.

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

9. 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.

10. 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<br><u>Limits:</u> | Coverage A - Statutory<br>Coverage B - \$100,000  | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |
| <u>Additional Coverage:</u>             | All States (Broad Form)<br>Voluntary Compensation |                                                                                                                                                                                            |



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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.**

22. **Additional Provisions.** As may have been outlined in Request for Proposals No. 15-31 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.

23. **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.

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

|             |                                                                                                                                                          |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                |
| Copy to:    | City of Port Orange<br>Attention: Wayne Clark, Community Development Director<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5610 |
| Contractor: | Transact Realty Commercial Services, Inc.<br>Attention: John W. Trost<br>120 South Palmetto Avenue<br>Daytona Beach, Florida 32114<br>(386) 253-8565     |

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.

25. **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.

26. **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]***

Witnesses:

TRANSACTION REALTY COMMERCIAL SERVICES, INC.

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Sheriff Guindi, President

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Sheriff Guindi, as President of Transaction Realty Commercial Services, Inc., a Florida corporation, and who:

*[Notary: Please select one]*

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

\_\_\_\_\_  
Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Allen Green, 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 \_\_\_\_\_, 2015, 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:*

[CA 4907]



## **Fee Proposal/Schedule**

### **Sale of property fee**

i) In the event of the sale being consummated with cooperating broker, the Seller shall compensate Broker Six percent (6%) of the sales price to be paid only at Closing on subject property, the six percent fee shall be split 50/50 between brokers.

ii) In the event of the sale being consummated with John W. Trost as the only broker, the Seller shall compensate Broker Five percent (5%) of the sales price to be paid only at Closing on subject property.

### **Leased property fee**

i) If the Property is leased to Tenant and consummated with cooperating broker the Seller shall compensate Prudential Six percent (6%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised. Lease fees shall be split 50/50 between brokers.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

ii) If the Property is leased to Tenant and consummated with John W. Trost as the only broker the Seller shall compensate Prudential Five percent (5%) of the annual minimum rent due during the initial term and Three Percent (3%) on any renewal period(s), in the event lease renewal option is exercised.

The initial commission shall be paid one-half within thirty (30) days of lease execution and one-half within thirty (30) days of business opening and rent being paid; and within thirty (30) days of the execution of any lease renewals.

### **Marketing Costs**

Prudential will be responsible for all marketing costs including but not limited to staff, advertising & marketing materials, travel and signage.

### **Carry Over Compensation**

Prudential to be compensated if Property, or any interests therein are sold, leased or contracted to be sold or leased or otherwise transferred within 180 days after Termination Date to anyone to whom the Property was submitted by or through the efforts of any Broker or Owner before Termination Date. However, the obligation to pay such compensation to Broker shall cease if a bona fide Exclusive Right of Sale or Lease Contract is entered into after the Termination Date with another licensed Broker and a sale, lease or exchange or contract, of Property is made during the term thereof.





### ***Methodology and Implementation Process***

#### ***Preparation of Color Brochure and Marketing Package***

Hard copy and electronic.

#### ***Presentation with Site Layout and Aerial Photos***

For the best presentation of property features.

#### ***Develop and monitor an On-Going Marketing & Advertising Plan***

Target Market Generator, Postcard Direct mail, Proprietary Database and Email broadcasts.

Implemented and monitored by full-time marketing coordinator with a proven results driven marketing strategy

#### ***Presentation, Proposal Evaluation and Closing***

Meeting and Showing Property and its Benefits to Prospects and other Brokers

Evaluating Letters of Intent and Contract Negotiations.

Working through the Details to Closing with Attorneys, Lenders and Others.

#### ***Nationally Recognized Prudential Billboard Sign to be erected as permitted on Property***

The Prudential name and "Rock" logo instill confidence and integrity a standardized layout and appropriate property description on the 97% internationally recognized property sign.

#### ***Loopnet #1 In Commercial Real Estate Online – Premium Level Exposure***

The highest visited commercial real estate site in the country.

Ability to track listing statistics and email prospects.

#### ***CCIMNet, Catylist, TotalCommercial, CoStar Showcase, and JohnTrost.com***

Placing property within access to the most qualified buyers, tenants and commercial practitioners in the country by utilizing the most subscribed and visited portals and search engines, such as Oodle Classifieds, RE Business Online, CIMLS, Google and Yahoo.

Track all listing statistics and email prospects.

#### ***MLS***

Place in Multiple Listing Service.

Introduces the property to over 1700 licensed agents in the Greater Daytona Area.

#### ***Team Volusia Economic Development Corporation***

An organization that works to support business growth and recruit new business in Volusia County and its 16 cities. Utilizing Volusia At A Glance, Site Selection & Planning and CEO Business Alliance.





## Additional Marketing

Listings are pushed to the following websites and search engines:



### SiteLink: Prudential Commercial Real Estate FL

<http://www.sitefl.com>  
Our company's website, powered by Catylist.



### Catylist.com

<http://catylist.com>  
Catylist's national commercial real estate search engine, drawing thousands of visitors daily.



### PropertyShark

<http://www.propertyshark.com>  
A property research database covering major markets.



### OfficeSpace

<http://officespace.com>  
A tenant-focused search engine for office, retail, and industrial space.



### 42Floors

<http://42floors.com>  
A tenant-focused search engine for leasing office space.



### TheSquareFoot

<http://thesquarefoot.com>  
An online platform for commercial real estate leasing.



### RetailMLS

<http://retailmls.com>  
A comprehensive MLS for Retail listings.



### Rofo

<http://rofo.com>  
A tenant-focused search engine for office, retail, and industrial space.



### Real-Buzz

<http://realbuzz.com>  
An international commercial property search engine, powered by Immobli.



### Oodle Classifieds

<http://oodle.com>  
One of the world's largest classified services.



### Lycos Classifieds

<http://lycos.com>  
One of the world's largest classified services.



### Vast Classifieds

<http://vast.com>  
A leading vertical search platform for real estate with millions of users a month.



### Google

<http://google.com>  
The world's leading search engine.



### Bing

<http://bing.com>  
A search engine powered by Microsoft.

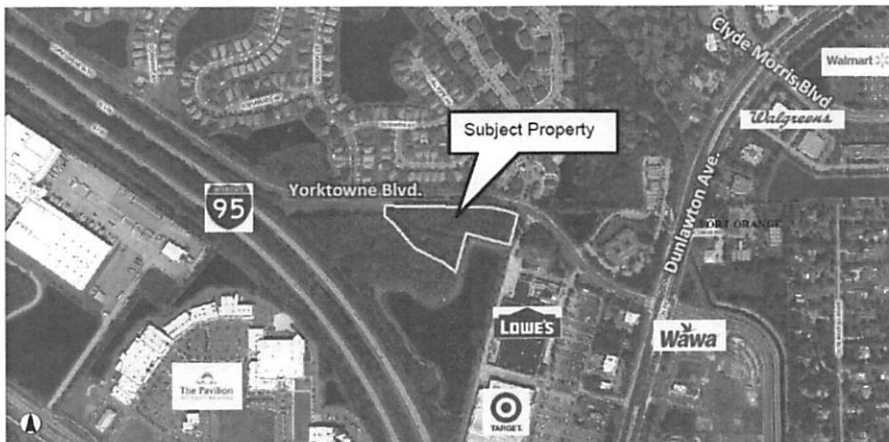
4460 Eastport Parkway, Lot 5 Eastport Business Park



4500 Eastport Parkway, Lot 6 Eastport Business Park Unit II



3875 Yorktowne Boulevard, Lot 8





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Change Order No 1 to Task Authorization No 4 to the contract for Engineering Services with Kimley-Horn and Associates, Inc.

**DEPARTMENT:** Public Utilities

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**RECOMMENDED MOTION:** Move to approve Change Order No 1 to Task Authorization No 4 contract for Engineering Services with Kimley-Horn and Associates, Inc.; and to authorize the Mayor and City Clerk to execute all required contract documents.

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**SUMMARY:** On August 4, 2015 Council approved Task Authorization No 4 to the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade.

Change Order No 1 to Task Authorization No 1 is required to cover the request for an additional 60 days to the final completion date. The original final complete date is November 2, 2015; with this change order the final completion date will be January 1, 2016. This additional time is necessary for the bidding phase services and will provide adequate time to complete all of the technical specifications and bidding services required. There is no cost increase associated with this request.

Project              Funding Account  
No.:                  No.:

---

**ATTACHMENTS:**

|    |                                           |                                                                                        |
|----|-------------------------------------------|----------------------------------------------------------------------------------------|
| 1. | Change Order No 1 to Task Autz 4 - signed | Change Order #1 (signed).pdf                                                           |
| 2. | Kimley-Horn Request Letter                | 2015-09-22 - PO Riverwalk Extension Request.pdf                                        |
| 3. | Approved Task Authorization No 4          | Kimley-Horn - Task Authorization No. 4 - Riverwalk Park Utility Relocation Upgrade.pdf |

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Wiggins, Julia  
Wilson, Rick  
Neff, Andrew  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/25/2015  
Approved - 09/28/2015  
Approved - 09/29/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

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CHANGE ORDER NO. 1  
To Task Authorization No 4, dated August 4, 2015  
Master Contract for Engineering Services, dated March 17, 2015  
Kimley-Horn and Associates, Inc., Contractor

Project: Task Authorization No 4 – Riverwalk Park Utility Relocation / Upgrade

The following changes are hereby made to the Contract Documents:

| <b>CHANGE IN CONTRACT PRICE:</b>                                | <b>CHANGE IN CONTRACT TIMES:</b>                                                                                                              |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$47,200                        | Original Contract Times<br><br>Substantial Completion:           days<br><br>Final Completion                   90 days<br>(November 2, 2015) |
| Net changes from previous Change Order No __:<br><br>\$ 0       | Changes in contract time from previous Change Orders:<br><br><br><br>0 days                                                                   |
| Contract Price prior to this Change Order:<br><br>\$47,200      | Contract Completion Date prior to this Change Order:<br><br>Final Completion:   November 2, 2015                                              |
| Net Increase (decrease) of this Change Order No 1 :<br><br>\$ 0 | Changes in contract time requested this Change Order No. 1: (Requires Council Approval)<br><br><br><br>60 days                                |
| Contract Price with all approved Change Orders:<br><br>\$47,200 | Contract Times with all approved Change Orders:<br><br>Final Completion:    January 1, 2016                                                   |

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Task Authorization No 4 entered into by and between parties on August 4, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.
- II. REQUIRED CHANGES: This change order is necessary to extend the final complete date to January 1, 2016. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 to Task Authorization No 4 is required to move the final completion date from November 2, 2015 to January 1, 2016 by adding an additional 60 days. This will allow additional time for the bidding phase services. This is an increase of 60 days with no cost increase.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 4 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Forty-seven Thousand Two Hundred dollars cents (\$47,200.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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Acknowledgments:

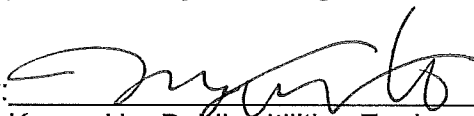
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:  
**KENNY HO, ENGINEER**  
Department Project Manager

By:   
Kenny Ho, Public Utilities Engineer

Date Signed: SEP 28, 2015

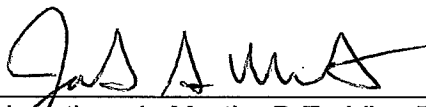
RECOMMENDED BY:

\_\_\_\_\_  
City's Representative

By: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ACCEPTED BY:  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
Contractor

By:   
Jonathan A. Martin, P.E., Vice President

Date Signed: 9-25-14

RECOMMENDED BY:

\_\_\_\_\_  
Engineer of Record

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED BY:  
CITY OF PORT ORANGE  
Department Head

By: Andrew Neff  
Andrew Neff, Public Utilities Director

Date Signed: 9/28/2015

City Manager

By: M. H. Johansson  
M. H. Johansson, City Manager

Date Signed: Sept 28, 2015

If Council approval is required:

Affirmed:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Robin L. Fenwick, CMC, City Clerk

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_





September 22, 2015

Kenny Ho  
Public Utilities Department  
1000 City Center Circle  
Port Orange, Florida 32129

**RE: *Riverwalk Park Utility Improvements***  
***PO#070392***

Kenny,

In order to proceed through complete design, permitting and bidding phase services for the City of Port Orange Riverwalk Park Utility Improvements project, we would like to request for a 60-day extension to our original agreement. The initial 90-day timeline was anticipated for getting the project through design and permitting. Once bidding phase services were added to the project scope, the project duration was not increased accordingly. The requested additional 60-days will provide adequate time to complete all of the technical specifications and bidding services required.

Please contact me at (407) 898-1511 or [brent.lenzen@kimley-horn.com](mailto:brent.lenzen@kimley-horn.com) should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Lenzen', with a stylized flourish at the end.

Brent A. Lenzen, P.E.  
Project Engineer

**TASK AUTHORIZATION NO. 4**  
**Master contract for Engineering Services dated March 17, 2015**  
**Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

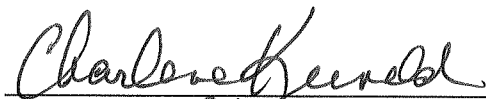
THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), 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. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the Riverwalk Park Utility Relocation / Upgrade as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 4 Exhibit "A."
3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Forty-Seven Thousand Two Hundred Dollars no cents (\$47,200.00). 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.
5. 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 Engineer and the City until the City signs this Task Authorization.

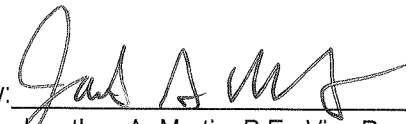
IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

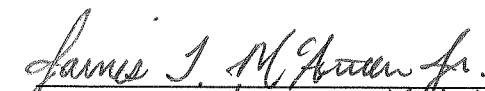
Witnesses:

**KIMLEY-HORN AND ASSOCIATES, INC.**



Printed Name: CHARLENE KUNKEL

By:   
Jonathan A. Martin, P.E., Vice President

  
Printed Name: James T. McArthur Jr.

Date: 7-10-15

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

By: Allen Green  
Allen Green, Mayor

Frances Gosnell  
Printed Name: Frances Gosnell

Date: 8/4/15

Witnesses:

ATTEST:

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

By: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Frances Gosnell  
Printed Name: Frances Gosnell

Date: 8/4/15

[CA \_\_\_\_]

CITY OF PORT ORANGE  
RIVERWALK PARK UTILITY RELOCATION/UPGRADE  
SCOPE OF SERVICES AND FEE ESTIMATE  
July 1, 2015

*Identification of Project:*

Project: Riverwalk Park Utility Relocation/Upgrade

Client: City of Port Orange

*Project Understanding*

The City is currently planning park improvements on the Riverwalk property. Dredging and Marine Consultants (DMC) is currently designing the park improvements. The City has also planned for utility improvements for the project as listed below:

- Eliminate the lift station (PS 70) and convert it to a gravity manhole. All existing flow from this lift station will be directed to the gravity system at Ocean/Ridgewood. All existing gravity sewer at the existing Halifax Mobile Home Park will be de-activated. The existing force main from PS 70 will need to be disconnected at the west side of Ridgewood Avenue.
- Up size the existing 6" water main on the east side of Ridgewood Avenue from Ocean Avenue to the service limit to an 8" or possibly 10" water main.

The City desires Kimley-Horn to assist the City in the design and permitting of the utility improvements.

*Scope of Services*

Task 1 – Survey

A special purpose survey will be provided by Sliger & Associates, Inc. to show improvements and elevations from the near edge of the median of Ridgewood Avenue, east to 50 feet beyond the right of way line, including the Intracoastal Villas property and Lot 1 of Riverland Park.

Accessible underground utilities will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by the utility owners when contacted by Sunshine 811. In addition, the city will be contacted for any utility as-builts or information they can provide. Elevations will be obtained on a minimum 50 foot grid showing 1 foot contours.

Task 2 – Subsurface Utility Verification

In order to confirm utility locations, subsurface utility verification (soft digs) will be performed by Southeastern Surveying and Mapping Corporation as described below:

- Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities by using non-destructive vacuum excavation methods at **eight (8)** specific locations as indicated on plan sheet(s) provided or marked by client in the field.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
- Any asphalt/concrete removed will be repaired using like materials.

- Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.

## Task 3 – Engineering Design

Kimley-Horn will prepare 30% design drawings for the proposed utility improvements which will include the sanitary sewer system modifications and the upsizing of the existing 6" water main as stated in the above project understanding. The 30% design drawings will be submitted to the City of Port Orange for City review and coordination with the DMC park design. Upon receipt of comments and a design review meeting with the City, DMC and Kimley-Horn staff, Kimley-Horn will prepare the 90% design drawings. Upon City review, approval, and incorporation of any design changes due to permitting agency comments, Kimley-Horn will provide final design drawings for the utility improvements.

## Task 4 – Permitting

Kimley-Horn will prepare permit application packages and submit such to the applicable agencies for the following permits that are expected to be required for the utility improvements.

- Volusia County Health Department Water System Construction Permit
- Florida Department of Environmental Protection Wastewater Collection System Construction Permit
- Florida Department of Transportation Utility Permit

Kimley-Horn will respond to all reasonable Requests for Additional Information (RAI's) from the permitting agencies listed above. Permit application fees will be paid out of the expense budget set below in Task 7.

## Task 5 – Bid Documents and Specifications

After acceptance by the City of Port Orange of the Bidding Documents, the design phase will be complete. Kimley-Horn will then assist the City of Port Orange in the bid and award of the project, which will include the following services:

- Prepare technical specifications for the final design
- Assist the City of Port Orange in preparing for bid of the utility improvements.
- Attend a pre-bid meeting for prospective bidders, and prepare meeting minutes.
- Provide responses to questions raised by potential bidders during advertisement and review time.
- Prepare addendum during the advertisement.
- Review bids submitted and assist the City of Port Orange in evaluating bids.
- Prepare bid tabulation.
- Prepare a recommendation for award of bid.
- Prepare Contract Documents.
- Assemble Conformed Documents.

## Task 6 – Construction Phase Services

To support the City of Port Orange with these tasks, Kimley-Horn will provide construction phase services which will include the following services:

- Review shop drawings and submittals as required for the utility improvements controlled by our

design documents.

- Review and reply to Contractor's request for information during construction phase.
- Site visits shall be coordinated with the City of Port Orange and Contractor to include one (1) pre-construction meeting, one (1) punch list inspection, and one (1) close-out review.
- Observe pressure test for the water main.
- Provide a review of 'as-built' documents submitted by a registered land surveyor.
- Prepare clearance and closeout packages that will need to be prepared and submitted to the Volusia County Health Department, Florida Department of Environmental Protection and the Florida Department of Transportation. in order for the new utility systems to obtain final clearances and be allowed to become operational

## Task 7 - Expenses

Kimley-Horn will provide the permit application fees required for each of the permitting agencies listed above in Task 4. Expenses will also include in-house duplicating, local mileage, express mail and other incidental project expenses incurred in the design and permitting process.

## *Assumptions*

The following assumptions were made in preparation of the above scope:

1. City will provide written review comments 2-3 days prior to review meetings
2. City will provide copies of available documents within 5 days of request.

## *Schedule*

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

## *Method of Compensation*

The Engineer will complete the above scope of services for a lump sum fee of \$47,200 inclusive of expenses. Invoicing will be on a billed on a percent complete basis per task. A breakdown of fee by task is as follows:

| <i>Task</i>   | <i>Description</i>               | <i>Lump Sum Fee</i> |
|---------------|----------------------------------|---------------------|
| Task 1        | Survey                           | \$4,700             |
| Task 2        | Subsurface Utility Verification  | \$3,900             |
| Task 3        | Engineering Design               | \$18,500            |
| Task 4        | Permitting                       | \$4,500             |
| Task 5        | Bid Documents and Specifications | \$6,750             |
| Task 6        | Construction Phase Services      | \$5,900             |
| Task 7        | Expenses                         | \$2,950             |
| <b>Total:</b> |                                  | <b>\$47,200</b>     |

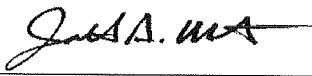
This work order will serve as an amendment to the Master Contract for Engineering Services dated March 17<sup>th</sup>, 2015.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Jonathan Martin, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: July 1, 2015



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** FY 15/16 Edward Byrne Memorial Justice Assistance Grant (JAG)  
Countywide Program Support

**DEPARTMENT:** Police Services

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**RECOMMENDED MOTION:** Move to approve the proposed expenditure of funds by the County and authorize the Mayor to execute all applicable documents.

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**SUMMARY:** The Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program set aside \$141,595 for Volusia County. As a condition of receiving the funds, 51% of all local governments within Volusia County must approve the funding distribution. The County has requested your approval. Attached is a letter from Diana Phillips, Manager Housing and Grants Administration and the proposed approval letter to be signed upon approval of Council.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                                    |                                                     |
|----|------------------------------------|-----------------------------------------------------|
| 1. | Letter from Volusia County         | Letter from Volusia County.pdf                      |
| 2. | Proposed approval letter           | Proposed approval from PO.pdf                       |
| 3. | Final CFAB Funding Recommendations | Final CFAB Funding Recommendations for FY 15 16.pdf |

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Fenwick, Robin  
Monahan, Gerald  
Johansson, M. Jake

Created/Initiated - 09/29/2015  
Approved - 09/29/2015  
Final Approval - 09/29/2015

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September 25, 2015

Mayor Allen Green  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129

Dear Mayor Green:

The FY 2015/16 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide funds has been allocated among two (2) non-profit organizations, two (2) city police departments, and the County of Volusia for a total of five (5) substance abuse and/or crime prevention and justice assistance programs, and grant administration. Grant regulations require approval of the funding distribution by the majority of all local governments within the county.

Attached is a sample letter that certifies your city approves the allocation of the funds. Your assistance is requested in obtaining sufficient copies to accompany each of the five (5) applications being prepared for submission to the Florida Department of Law Enforcement (FDLE). **(NOTE: five original letters are needed.)**

1. Please copy or re-type the enclosed letter onto your city's letterhead **(NOTE: five originals are needed.)**
2. Remember the letters are to be signed and dated by the Chief Elected Official-the Mayor.
3. Return the **five original letters** to:

County of Volusia  
Community Assistance Division  
Myra Gaziano, Grants Coordinator  
110 W. Rich Avenue  
DeLand, FL 32720

Due to our extremely short time constraints, we are asking that the letters be returned by **Monday, October 5, 2015**, or as soon as possible. This office will take the responsibility of putting the letters with each application and mailing them to FDLE. If your letters will not be executed and returned prior to that date, please contact Myra Gaziano by phone at (386) 736-5956 or e-mail at [mgaziano@volusia.org](mailto:mgaziano@volusia.org) to let us know of the delay.

On behalf of all agencies in the Edward Byrne Memorial Justice Assistance Grant, I thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Diana Phillips". The signature is fluid and cursive, with the first name "Diana" and last name "Phillips" clearly distinguishable.

Diana Phillips, Manager  
Housing and Grants Administration

September 28, 2015

Ms. Petrina Tuttle Herring  
Community Program Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308

Dear Ms. Herring:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Port Orange approves the distribution of \$141,595.00 of Federal Fiscal Year 2015/16 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program for the following projects within Volusia County.

| <b>Subgrantee</b> | <b>Title of Project</b>                                               | <b>Amount</b>       |
|-------------------|-----------------------------------------------------------------------|---------------------|
| County of Volusia | Planning and Evaluation                                               | \$14,159.00         |
| County of Volusia | Stewart Marchman Act Behavioral Healthcare - Adult Drug Court Program | \$90,842.00         |
| County of Volusia | South Daytona Police Department – Project Night Search                | \$2,500.00          |
| County of Volusia | The House Next Door - Success by Design Program                       | \$26,770.00         |
| County of Volusia | Daytona Beach Police Department – Project Impact                      | \$7,324.00          |
|                   | <b>Total</b>                                                          | <b>\$141,595.00</b> |

Sincerely,

---

Mayor Allen Green  
City of Port Orange

---

Date

**Children and Families Advisory Board Funding Recommendations  
for  
FY 2015/16 JAG-Countywide Funds**

| Agency Name                                  | Program                                 | Rank | Average Score | FY 14/15 Amount Funded | FY 15/16 Requested Funding Amount | FY 15/16 CFAB Funding Recommendation |
|----------------------------------------------|-----------------------------------------|------|---------------|------------------------|-----------------------------------|--------------------------------------|
| Volusia County Community Assistance Division | Administration, Planning and Evaluation | N/A  | N/A           | \$16,343               | 10% Administration<br>\$14,159    | \$14,159                             |
| The House Next Door                          | Success By Design                       | 1    | 180.00        | \$30,898               | \$30,898                          | \$26,770                             |
| Stewart-Marchman-Act Behavioral Healthcare   | Adult Drug Court Counselors             | 2    | 177.67        | \$104,850              | \$124,241                         | \$90,842                             |
| South Daytona Police Department              | Project Night Search                    | 3    | 164.89        | N/A                    | \$3,150                           | \$2,500                              |
| Daytona Beach Police Department              | Project Impact                          | 4    | 153.33        | N/A                    | \$22,500                          | \$7,324                              |
| N.O.P.E. of Volusia and Flagler Counties     | NOPE Task Force                         | 5    | 139.78        | \$5,000**              | \$7,715                           | \$0                                  |
| <b>Total</b>                                 |                                         |      |               |                        | <b>\$202,488</b>                  | <b>\$141,595</b>                     |

\*\*Funded \$5,000 from general fund reserves

| Program Description                     |                                                                                                                                                                 |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The House Next Door – Success By Design | A school-based program that strives to increase school success, thereby reducing the likelihood of criminal activity through parental involvement.              |
| SMA Behavioral – Adult Drug Court       | Provision of funds for two addiction counselors to assist Drug Court clients                                                                                    |
| SD Police Dept.                         | Purchase of a thermal imaging night vision camera to help officers search large areas in a short amount of time.                                                |
| DB Police Dept.                         | Implementation of law enforcement and community policing activities through the use of targeted overtime hours that support strategies designed to reduce crime |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: Yes

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**SUBJECT:** Cypress Head Clubhouse Alteration Request

**DEPARTMENT:** Community Development

---

**RECOMMENDED MOTION:** Move to approve the sign improvements to the Cypress Head clubhouse by Cypress Greens, LLC.

---

**SUMMARY:** Cypress Greens, LLC would like to purchase and install two new signs on the exterior of the clubhouse at Cypress Head. The sign is made of 36" foam and epoxy letters that read "The Tavern" One sign will be on the side of the building facing the cart barn and the second sign will be on the back of the clubhouse facing the 18th green and 10th tee. According to the lease agreement council approval is required for them to make this improvement. The tenant is aware that all permits must be obtained prior to installation.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

---

**ATTACHMENTS:**

|    |                  |                      |
|----|------------------|----------------------|
| 1. | Sign Proof       | bldgsign15.jpg       |
| 2. | Back of building | rearsignlocation.jpg |
| 3. | Side of Building | sidesignlocation.jpg |

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|                    |                                |
|--------------------|--------------------------------|
| Lovallo, Susan     | Created/Initiated - 09/24/2015 |
| Lovallo, Susan     | Approved - 09/29/2015          |
| Jones, Matthew     | Approved - 10/01/2015          |
| Burman, Tim        | Approved - 10/01/2015          |
| Roberts, Margaret  | Approved - 10/01/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

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The Tavern

The **Tavern**

The Tavern

*The Tavern*

*The Tavern*









# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

---

**SUBJECT:** First Reading - Ordinance No. 2015-36 - Amending Chapter 50 of the Code of Ordinances Regarding the Golf Course

**DEPARTMENT:** Parks & Recreation

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**RECOMMENDED MOTION:** Move to approve on first reading Ordinance No. 2015-36.

---

**SUMMARY:**

This ordinance amendment creates the Cypress Pass, an annual pass to be sold to the general public. The existing "annual pass" and "founders club pass" have been consolidated to be named "legacy passes" and shall continue to be eligible for renewal at a discounted rate for those approximately 50 remaining legacy pass holders.

As a general clean-up item, the discount card program is being removed, which is consistent with the council's expressed intent by its adoption of Resolution 12-44.

This amendment also removes the Parks and Recreation Director's authority to set special fees for evening hours and special events and to waive fees for promotional purposes or for certain special guests.

"Surcharge" and "Capital Improvement" will now be defined terms to clear-up any past confusion.

Also, the nonresidency restriction on purchase of passes has been lifted, and the method for determining residency has been established.

Lastly, the play card program has been amended to be limited to a seasonal program instead of annual.

A new rate resolution is currently being prepared and will replace the current rate resolution (Reso. 12-44) with the new Cypress Pass fees. The resolution will be brought forward for City Council approval with the second reading of this ordinance, however, a draft is attached hereto for informational purposes only.

|         |                 |
|---------|-----------------|
| Project | Funding Account |
| No.:    | No.:            |



---

**ATTACHMENTS:**

|    |                       |                             |
|----|-----------------------|-----------------------------|
| 1. | Ordinance No. 2015-36 | Golf Course Ord 2015-36.pdf |
| 2. | Draft Fee Resolution  | Draft Fee Resolution.pdf    |
| 3. | Draft Nov. 2015 Fees  | draftfees2015.xlsx          |

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|                    |                                |
|--------------------|--------------------------------|
| Lovallo, Susan     | Created/Initiated - 09/24/2015 |
| Lovallo, Susan     | Approved - 09/29/2015          |
| Jones, Matthew     | Approved - 09/29/2015          |
| Roberts, Margaret  | Approved - 10/01/2015          |
| Johansson, M. Jake | Final Approval - 10/01/2015    |

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ORDINANCE NO. 2015-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE IV, DIVISION 1, OF THE CODE OF ORDINANCES REGARDING THE MUNICIPAL GOLF COURSE; AMENDING SECTION 50-81 MODIFYING DEFINITIONS; AMENDING SECTION 50-83 REGARDING FEES; AMENDING SECTION 50-84 ESTABLISHING RULES FOR LEGACY PASSES; AMENDING SECTION 50-85 ESTABLISHING RULES FOR CYPRESS PASSES AND DELETING DISCOUNT CARDS; REMOVING SECTION 50-80.5 REGARDING PLAY CARDS; AMENDING SECTION 50-86 TO REMOVE FOUNDERS CLUB RULES AND ESTABLISH AMENDED PLAY CARD RULES; AMENDING SECTION 50-87 REGARDING NONRESIDENT FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, amendment of the Code of Ordinances regarding the Cypress Head Golf Course is necessary to create consistency with the current practices and procedures as well as plans for the future; and

WHEREAS, the City Council wishes to offer for sale annual memberships to the general public which will be known as Cypress Passes; and

WHEREAS, the Board of Directors of the Golf Club at Cypress Head, Inc. have recommended the creation of an annual membership program; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-81 of the Code of Ordinances, to read as follows:

**Chapter 50 – PARKS AND RECREATION**  
**ARTICLE IV. – MUNICIPAL GOLF COURSE**  
**DIVISION 1. - GENERALLY**

**Sec. 50-81. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Annual pass* means a pass which is valid from October 1 through September 30 of each year.~~

*Capital expenditures* means those expenditures exceeding \$5,000.00 in cost and having a useful life of one or more years.

*Cypress pass* means an annual golf membership available for purchase by the general public which entitles the pass holder to a single payment for greens fees for the entire year regardless of rounds played.

*Director* means the director of the parks and recreation department or his or her designee.

~~*Discount card* means a prepaid card that entitles the holder to a discounted greens fee.~~

*Founders club* means a group comprised of the persons who enroll for the first year of golf course operation from an original list of 400 persons.

*Holiday* means any day designated as a legal holiday by the state.

*Junior* means a person who is 18 years of age or younger and attends high school, or who meets the requirements established by the United States Golf Association.

*Legacy pass* means one of the 100 annual passes allocated and awarded by the City to the original developer of the Cypress Head Subdivision to be assigned by the developer to residents of the surrounding development, or a founders club pass.

*Legacy pass holder* means an individual who has acquired a legacy pass and who has since acquisition renewed his or her pass in each successive year thereafter.

*Nonresident* means a person who does not reside within the corporate limits of the city.

*Pass* means a permit issued to a person upon payment of the applicable fee.

*Play card* means a card valid for a limited number of golf course plays.

*Resident* means a person who resides within the corporate limits of the city.

*Surcharge* means an additional fee for each 9 hole round of golf played of which fifty percent (50%), less applicable sales tax, is reserved for capital expenditures made for clubhouse, golf course, or golf course related facility improvements, renovations or restorations.

*Trail pass* means an annual pass to use a privately owned golf cart on the golf course.

*Weekday* means Monday through Friday of each week, excluding any holiday.

*Weekend* means Saturday and Sunday of each week.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-83 of the Code of Ordinances, to read as follows:

**Chapter 50 – PARKS AND RECREATION  
ARTICLE IV. – MUNICIPAL GOLF COURSE  
DIVISION 1. - GENERALLY**

**Sec. 50-83. - Fees.**

- (a) Golf course fees for players, juniors, spouses ~~founders club~~, cypress passes, trail passes, legacy passes, surcharge ~~discount cards~~ and play cards shall be established by resolution of the city council.
- ~~(b) Fees for evening hours and special events may be authorized by the director, subject to written approval from the city manager in accordance with rules and regulations established by the city council.~~
- ~~(c) The director may be authorized to waive fees for the golf course in exchange for promotion or services for the golf course or for special guests, such as P.G.A. members and superintendents, subject to written approval from the city manager in accordance with rules and regulations established by the city council.~~

SECTION 3: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-84 of the Code of Ordinances, to read as follows:

**Chapter 50 – PARKS AND RECREATION  
ARTICLE IV. – MUNICIPAL GOLF COURSE  
DIVISION 1. - GENERALLY**

**Sec. 50-84. - Legacy passes Passes.**

- (a) ~~Annual passes~~ Legacy pass holders shall ~~be paid~~ renew their passes in September of each year. Any person legacy pass holder who downgrades or fails

to renew his or her pass shall not be eligible for upgrading or renewal of his or her pass. ~~Any person holding an annual pass~~ Legacy pass holders may reserve a tee time seven days in advance, provided that such pass is valid at the time of play.

- (b) Junior annual passes shall be available to juniors who are children of a legacy pass holder, who reside in the same household as a legacy pass holder, residents and who attend a seminar on rules and etiquette conducted by the golf course professional.
- (c) Any pass may only be used by the person who originally purchased such pass.

SECTION 4: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-85 of the Code of Ordinances, to read as follows:

**Chapter 50 – PARKS AND RECREATION**  
**ARTICLE IV. – MUNICIPAL GOLF COURSE**  
**DIVISION 1. - GENERALLY**

**Sec. 50-85. - Cypress passes ~~Discount cards.~~**

- (a) Cypress passes shall be available for purchase by the general public throughout the year on a pro-rated basis with each pass year beginning on October 1 and ending September 30. Cypress pass holders may reserve a tee time seven days in advance, provided that such pass is valid at the time of play.
- (b) Spouse cypress passes shall be available to the spouse of a cypress pass holder who resides in the same household as the cypress pass holder.
- (c) Trail passes and cart rentals shall be sold separately.

~~-Discount cards shall be valid any time and any day during the year and one year from the date of issuance. A discount card is not valid with any other discount.~~

SECTION 5: The City Council of the City of Port Orange hereby amends to delete Chapter 50, Article IV, Division 1, Section 50-85.5 of the Code of Ordinances.

**Chapter 50 – PARKS AND RECREATION**  
**ARTICLE IV. – MUNICIPAL GOLF COURSE**  
**DIVISION 1. - GENERALLY**

**Sec. 50-85.5 – ~~Play cards.~~**

~~Play cards shall be valid any time on weekdays, after 11:00 a.m. on weekends and holidays, and one year from the date of issuance. A play card may only be used by the person who originally purchased such play card.~~

SECTION 6: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-86 of the Code of Ordinances to read as follows:

**Chapter 50 – PARKS AND RECREATION  
ARTICLE IV. – MUNICIPAL GOLF COURSE  
DIVISION 1. - GENERALLY**

**Sec. 50-86. - Play cards ~~Founders club.~~**

Play cards shall be valid any time on weekdays, after 11:00 a.m. on weekends and holidays, and from the date of issuance until its expiration date. A play card may only be used by the person who originally purchased such play card.

~~Persons who enroll in the founders club will be entitled to golf privileges from June 1, 1992, through September 30, 1993. After September 30, 1993, persons enrolled in the founders club will pay the same rate as an annual pass. Any person in the founders club may reserve a tee time seven days in advance. Any person who fails to renew his founders club rate will not be eligible for renewal.~~

SECTION 7: The City Council of the City of Port Orange hereby amends Chapter 50, Article IV, Division 1, Section 50-87 of the Code of Ordinances to read as follows:

**Chapter 50 – PARKS AND RECREATION  
ARTICLE IV. – MUNICIPAL GOLF COURSE  
DIVISION 1. - GENERALLY**

**Sec. 50-87. - Nonresident fees.**

- (a) Golf course fees for nonresidents shall be established by resolution of the city council.
- (b) Residency shall be established by the address listed on a valid government issued identification card with photograph. ~~Nonresidents shall not be eligible for annual passes, junior annual passes or trail passes.~~

SECTION 8: CONFLICTING ORDINANCES.  
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 9: CODIFICATION  
The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 10: SEVERABILITY.

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

SECTION 11: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_

Passed and adopted on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_

Reviewed and Approved: \_\_\_\_\_  
Assistant City Attorney

RESOLUTION NO. 15-??

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED CHARGES AND FEES RELATING TO MUNICIPAL GOLF COURSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.201, Florida Statutes, provides for municipalities in the State of Florida to impose user charges or fees by ordinances; and

WHEREAS, Chapter 50, Article IV, Code of Ordinances, City of Port Orange, Florida, authorizes the imposition of charges and fees relating to municipal golf course activities; and

WHEREAS, the Parks and Recreation Director has reviewed and recommended approval of the golf course charges and fees set forth in this resolution.

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

Section 1. Pursuant to Section 50-83 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course:

GOLF ROUND

DAILY

Player (per person) Green Fee

\$46.00 (plus sales tax)

Junior (per person) Green Fee

\$17.00 (plus sales tax)

Cart Rental (per person)

\$23.00 (plus sales tax)

LEGACY PASS

ANNUAL

Legacy Pass Holder

\$1,700.00 (plus sales tax)

Spouse

\$900.00 (plus sales tax)

Junior

\$400.00 (plus sales tax)

Transfer fee (with qualifying sale of property)

\$250.00 (plus sales tax)



CYPRESS PASS

ANNUAL

Cypress Pass Holder

\$2,100.00 (plus sales tax)

Spouse

\$1,200.00 (plus sales tax)

\*May be pro-rated on monthly basis (up to 6 months)

TRAIL

ANNUAL

Trail Pass

\$1,500.00 (plus sales tax)

\*May be pro-rated on monthly basis (up to 6 months)

PLAY CARD

SEASONAL

10 Play Card

\$250.00 (plus sales tax)

Section 2. Pursuant to Section 50-87 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by nonresidents:

Nonresidents may be assessed fees up to twenty-five percent (25%) greater than those set forth in Section 1 above.

Section 3. Surcharge.

Every player using the golf course shall pay a \$1.00 surcharge for each 9 hole round of golf played, unless said round is offered as barter for third party wholesaler service. This surcharge shall be assessed in addition to the charges outlined above in Sections 1 and 2. Fifty percent (50%) of the total surcharge collected, less applicable sales tax, shall be reserved for capital expenditures made for clubhouse, golf course, or golf course related facilities improvements, renovations or restorations. Capital expenditures shall be defined as those expenditures exceeding \$5,000.00 in cost and useful life of one year or more.

Section 4. Sales Tax.

Applicable sales tax shall be added to the fees established herein.

Section 5. This Resolution shall supersede Resolution 12-44.

Section 6. The charges and fees established herein shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_

Reviewed and Approved: \_\_\_\_\_  
Assistant City Attorney

|                                                  | 7 am-10 am | 10 am -12 pm                                | 12 pm- 2 pm | 2 pm - Close |
|--------------------------------------------------|------------|---------------------------------------------|-------------|--------------|
| <b>November 1 - 29, 2015 DRAFT</b>               |            |                                             |             |              |
| 18 Hole - Port Orange Resident                   | \$37       | \$33                                        | \$27        | \$18         |
| 18 Hole - Florida Resident                       | \$39       | \$35                                        | \$29        | \$19         |
| 18 Hole - Non-Resident                           | \$41       | \$37                                        | \$31        | \$20         |
| 9 hole - Port Orange Resident                    | N/A        | N/A                                         | \$19        | \$13         |
| 9 hole - Florida Resident                        | N/A        | N/A                                         | \$20        | \$14         |
| 9 hole - Non-Resident                            | N/A        | N/A                                         | \$21        | \$15         |
| 9 Hole Walking ( All Players)                    | N/A        | N/A                                         | \$17        | \$12         |
| Junior 18 holes( 18 years or younger)            | \$30       | \$25                                        | \$18        | \$9          |
| Junior 9 holes                                   | N/A        | N/A                                         | \$10        | \$7          |
| Legacy Pass Single-GF only                       | \$1,051.82 |                                             |             |              |
| Legacy Pass With Spouse-GF only                  | \$1,474.44 |                                             |             |              |
| Cypress Pass Single-Port Orange-GF only          | \$1,646    |                                             |             |              |
| Cypress Pass with Spouse P.O. GF only            | \$2,563    |                                             |             |              |
| Cypress Pass Single Non Res- GF only             | \$1,795    |                                             |             |              |
| Cypress Pass with Spouse-Non Res- GF only        | \$2,795    |                                             |             |              |
| Trail Fee                                        | \$1,202.08 |                                             |             |              |
| <i>All rates above do not include sales tax.</i> |            | <b>Draft</b>                                |             |              |
| <i>Daily rates include surcharge fee.</i>        |            | <i>Passes do not include surcharge fee.</i> |             |              |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** Resolution No. 15-73 - Half Cent Sales Tax for Transportation

**DEPARTMENT:** City Manager

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**RECOMMENDED MOTION:** Move to approve Resolution No. 15-73.

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**SUMMARY:**

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                            |                                                                     |
|----|----------------------------|---------------------------------------------------------------------|
| 1. | Reso. No. 15-73            | Reso. No. 15-73.pdf                                                 |
| 2. | County Resolution          | Resolution for Community Interest_Transportation Funding Survey.pdf |
| 3. | Fair Share cost allocation | Community Survey Cost Allocation.pdf                                |

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Fenwick, Robin  
Johansson, M. Jake  
Roberts, Margaret  
Johansson, M. Jake

Created/Initiated - 09/23/2015  
Approved - 09/30/2015  
Approved - 10/01/2015  
Final Approval - 10/01/2015

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RESOLUTION NO. 15-73

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; TO SUPPORT THE DEVELOPMENT OF LOCAL TRANSPORTATION INFRASTRUCTURE AND SERVICES; IDENTIFYING A NEED TO CONDUCT A SURVEY TO DETERMINE COMMUNITY INTERESTS AND PRIORITIES REGARDING TRANSPORTATION SYSTEMS AND FUTURE FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure and the provision of transportation services is a core responsibility of local government; and

WHEREAS, county and city residents seek comprehensive transportation systems to include bus and rail transit, bike lanes, multi-use paths, and off-road trails in addition to roads; and

WHEREAS, transportation systems support economic development and encourage investments by business in better paying jobs for our residents; and

WHEREAS, the significant shortfall in existing transportation revenues constrains transportation system maintenance, expansion and enhancement; and

WHEREAS, the county and cities agree that a community wide survey helps to determine voter sentiment and support for the development of transportation systems and associated funding.

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

SECTION 1. The City Council of the City of Port Orange has identified a need for funding local transportation infrastructure and services and understands the creation and maintenance of transportation infrastructure is a core responsibility of local government.

SECTION 2. The City Council of the City of Port Orange recognizes that safe and efficient transportation systems create a foundation for economic growth, public health, and enhanced quality of life.

SECTION 3. The City of Port Orange City Council will contribute \$ \_\_\_\_\_ for a community wide survey to determine:

- a. Community transportation interests and priorities ; and
- b. Citizen support for a new transportation funding dedicated to the expansion and enhancement of transportation infrastructure and services.

SECTION 4. The City of Port Orange City Council directs the City Manager to transmit a certified copy of the Resolution upon approval and adoption to all jurisdictions with Volusia County.

SECTION 5. This resolution shall become effective immediately upon final passage by the City Council.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Adopted on the      day of

Reviewed and Approved: \_\_\_\_\_  
City Attorney

## RESOLUTION 2015 - \_\_\_\_

### **A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, TO SUPPORT THE DEVELOPMENT OF LOCAL TRANSPORTATION INFRASTRUCTURE AND SERVICES; IDENTIFYING A NEED TO CONDUCT A SURVEY TO DETERMINE COMMUNITY INTERESTS AND PRIORITIES REGARDING TRANSPORTATION SYSTEMS AND FUTURE FUNDING.**

**WHEREAS**, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

**WHEREAS**, the creation and maintenance of transportation infrastructure and the provision of transportation services is a core responsibility of local government; and

**WHEREAS**, county and city residents seek comprehensive transportation systems to include bus and rail transit, bike lanes, multi-use paths, and off-road trails in addition to roads; and

**WHEREAS**, transportation systems support economic development and encourage investments by business in better paying jobs for our residents; and

**WHEREAS**, the significant shortfall in existing transportation revenues constrains transportation system maintenance, expansion and enhancement; and

**WHEREAS**, the county and cities agree that a community wide survey to determine voter sentiment and support for the development of transportation systems and associated funding;

**NOW THEREFORE, BE IT RESOLVED** by the County Council of Volusia County, Florida, in open meeting duly assembled *at the Thomas C. Kelly Administration Center, County Council Chambers in the City of DeLand, Florida, this 10th day of September, 2015, as follows:*

**Section 1.** The Volusia County Council has identified a need for funding local transportation infrastructure and services and understands the creation and maintenance of transportation infrastructure is a core responsibility of local government.

**Section 2.** The Volusia County Council recognizes that safe and efficient transportation systems create a foundation for economic growth, public health, and enhanced quality of life.

**Section 3.** The Volusia County Council will jointly fund a community wide survey to determine:

- a. Community transportation interests and priorities; and
- b. Citizen support for new transportation funding dedicated to the expansion and enhancement of transportation infrastructure and services.

**Section 4.** The Volusia County Council directs the County Manager to transmit a certified copy of the Resolution upon approval and adoption to all jurisdictions within Volusia County.

**Section 5.** This resolution shall take effect immediately upon its adoption.

DONE, ORDERED, AND ADOPTED IN OPEN MEETING.

COUNTY COUNCIL  
VOLUSIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
JASON P. DAVIS  
County Chair

ATTEST:

\_\_\_\_\_  
JAMES T. DINNEEN  
County Manager



## Proposed Survey Cost Allocation

| Jurisdiction    | Population | Population % | \$100,000 | \$150,000 |
|-----------------|------------|--------------|-----------|-----------|
| Unincorporated* | 119,041    | 23.70%       | \$50,000  | \$75,000  |

|                  |        |        |          |          |
|------------------|--------|--------|----------|----------|
| Deltona          | 85,843 | 22.40% | \$11,198 | \$16,797 |
| Daytona Beach    | 61,606 | 16.07% | \$8,036  | \$12,054 |
| Port Orange      | 56,765 | 14.81% | \$7,405  | \$11,107 |
| Ormond Beach     | 38,376 | 10.01% | \$5,006  | \$7,509  |
| DeLand           | 28,589 | 7.46%  | \$3,729  | \$5,594  |
| New Smyrna Beach | 23,271 | 6.07%  | \$3,036  | \$4,553  |
| Edgewater        | 20,654 | 5.39%  | \$2,694  | \$4,041  |
| DeBary           | 19,361 | 5.05%  | \$2,526  | \$3,788  |
| South Daytona    | 12,510 | 3.26%  | \$1,632  | \$2,448  |
| Holly Hill       | 11,937 | 3.11%  | \$1,557  | \$2,336  |
| Orange City      | 10,846 | 2.83%  | \$1,415  | \$2,122  |
| Daytona Beach    | 4,280  | 1.12%  | \$558    | \$837    |
| Ponce Inlet      | 3,037  | 0.79%  | \$396    | \$594    |
| Lake Helen       | 2,627  | 0.69%  | \$343    | \$514    |
| Oak Hill         | 1,830  | 0.48%  | \$239    | \$358    |
| Pierson          | 1,767  | 0.46%  | \$230    | \$346    |

|                 |         |  |          |          |
|-----------------|---------|--|----------|----------|
| Municipal Total | 383,299 |  | \$50,000 | \$75,000 |
|-----------------|---------|--|----------|----------|

|                |         |  |           |           |
|----------------|---------|--|-----------|-----------|
| Volusia County | 502,340 |  | \$100,000 | \$150,000 |
|----------------|---------|--|-----------|-----------|

**\* Volusia County to pay 50% of the community survey cost.**



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** Financial Report- August 31, 2015

**DEPARTMENT:** Finance

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**RECOMMENDED MOTION:** Move to approve the financial report as presented.

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**SUMMARY:** The Financial Report for the period ended August 31, 2015 is attached.

| Project | Funding Account |
|---------|-----------------|
| No.:    | No.:            |

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**ATTACHMENTS:**

|    |                              |                                        |
|----|------------------------------|----------------------------------------|
| 1. | August 2015 Financial Report | Monthly Financial Report AUGUST-15.pdf |
|----|------------------------------|----------------------------------------|

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Riehm, Tracey  
Johansson, M. Jake

Created/Initiated - 10/01/2015  
Final Approval - 10/01/2015

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**The City of Port Orange**  
**Finance Department**

**MEMORANDUM**

**TO:** Michael H. Johansson, City Manager  
**FROM:** Tracey Riehm, Finance Director  
**DATE:** September 28, 2015  
**SUBJECT:** **Highlights of the August 2015 Financial Report**

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Attached are interim financial reports and highlights of activity for the City's five major funds for the period ending August 31, 2015, which represents 92% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: [http://www.port-orange.org/finance/?p=budget\\_and\\_financial\\_reports](http://www.port-orange.org/finance/?p=budget_and_financial_reports). Highlights of these funds are as follows:

**GENERAL FUND (Fund 001)**

**Revenues:** During the first eleven months of the current fiscal year, the General Fund received a total of \$28,250,361 in revenues, which is 85% of general fund revenues for the year. \$26,677,641 was operating revenue and \$1,572,720 accounted for inter-fund transfers and contributions from the enterprise funds. These revenues include \$10,371,642 or 99% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first quarter of the fiscal year. General fund revenues are 85% of the budget compared with 86% at this point last year, however after allowing for the budgeted use of appropriated equity, the percent collected increases to 91%. Charges for services and franchise fees account for approximately 45% of the overall increase in revenue of \$1,094,944 compared with this time last year.

**Expenditures:** The first eleven months operating expenditures amounted to \$27,858,407 or 84% of the estimated expenditures for the year, with an additional encumbered amount of \$757,115. Actual expenditures are \$2,098,609 more than at this time last year.

**Projected Fund Balance:** The General Fund currently has a year-end projected fund balance of \$13.9 million available for permitted use. A thirty percent reserve policy sets aside \$4.3 million, and leaves \$9.6 million available.

Please also see the attached financial statement for additional detail.

**BUILDING SPECIAL REVENUE FUND (Fund 109)**

**Revenues:** During the first eleven months of the current fiscal year, the Building Special Revenue Fund received \$1,188,508 in operating and non-operating revenues, inclusive of transfers. This equates to 120% of the annual budget, and is \$113,280 (10.5%) more than last year. Revenues in this fund are typically received in a sporadic

nature. Last month the Building Special Revenue fund showed a gain over the prior year by \$60,583 or 6.3%.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$870,534 or 88% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 1% higher than this time last year; with actual expenditures at \$118,400 more than at this time last year.

Year to date, the Building Special Revenue Fund's net position has increased by \$317,974.

Please also see the attached financial statement for additional detail.

#### **WATER & SEWER FUND (Fund 401)**

Revenues: The Water and Sewer Fund collected \$21,925,197 in operating revenues during the first eleven months, which is 88% of projected revenues for the year. This is \$781,093 more than last year and \$810,225 more than in 2013.

Expenses: The first eleven month's operating expenses excluding depreciation amounted to \$11,720,950 or 79% of estimated expenses for the year, with an additional \$799,946 encumbered. Non-operating activity reports a net loss of \$84,801 compared to a net loss of \$143,556 at this time last year. Currently, the water and sewer fund is reporting an income of \$10,119,447, but after transfers the fund is posting a gain of \$953,282 which is \$162,374 less than this time last year.

The attached financial statement provides additional detail.

#### **SOLID WASTE FUND (Fund 410)**

Revenues: The Solid Waste Fund's total operating revenues for the first eleven months were \$ 6,023,624, which is 89% of the annual budget and \$32,309 more than last year.

Expenses: The Solid Waste Fund's first eleven month's operating expenses excluding depreciation total \$5,541,492 or 83% of estimated expenses for the year, with an additional encumbered amount of \$1,052,568. The Solid Waste Fund currently is reporting an income before transfers of \$503,566 and a change in net position of \$326,735 after allowing for transfers. The change in net position is \$171,401 lower than at this time last year.

The attached financial statement provides additional detail.

#### **DRAINAGE UTILITY FUND (Fund 412)**

Revenues: The Drainage Utility Fund's operating revenues for eleven months amount to \$3,797,550, or 100% of the annual budget and \$25,736 more than this time last

year. Increased revenue in the first months of the year represents the collection of Drainage fees by the non-advalorem method.

Expenses: For the first eleven months operating expenses totaled \$1,388,397 which is 80% of the annual budget and \$97,740 more than last year. An additional \$1,162,066 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment transfers, the Drainage fund reported an increase in net position of \$1,214,832 which is \$1,175,242 more than at this time last year.

The attached financial statement provides additional detail.

### **YMCA REPORT**

The financial reports for the period ending August 31, 2015 for the YMCA are attached.

### **GOLF COURSE REPORT**

The financial report for the period ending August 31, 2015 for the Cypress Head Golf Course is attached. Detailed statements are available in the Finance Department.

### **IN SUMMARY:**

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm  
Finance Director

| City of Port Orange<br>Revenue Comparison - General Fund (001)<br>Period Ending: August 31 (92% of the Fiscal Year) |                     |                         |                      |                     |                         |                      |                     |                      |                       |
|---------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|----------------------|---------------------|-------------------------|----------------------|---------------------|----------------------|-----------------------|
| Sub Activity                                                                                                        | 2013                |                         |                      | 2014                |                         |                      | 2015                |                      | FYTD15<br>% of Budget |
|                                                                                                                     | FYTD Actual         | Audited Annual Receipts | FYTD13<br>% of Total | FYTD Actual         | Audited Annual Receipts | FYTD14<br>% of Total | FYTD Actual         | Total Current Budget |                       |
| ADVALOREM TAXES                                                                                                     | 10,309,420          | 10,314,613              | 100%                 | 10,360,132          | 10,360,132              | 100%                 | 10,371,642          | 10,482,626           | 99%                   |
| SALES & USE TAXES                                                                                                   | 0                   | 678,287                 | 0%                   | 369,600             | 717,597                 | 52%                  | 390,658             | 676,307              | 58%                   |
| UTILITY SERVICE TAXES                                                                                               | 3,794,474           | 4,599,253               | 83%                  | 4,083,412           | 5,002,091               | 82%                  | 4,190,253           | 4,741,600            | 88%                   |
| COMMUNICATIONS SERVICE TX                                                                                           | 1,564,876           | 2,075,119               | 75%                  | 1,498,025           | 1,972,034               | 76%                  | 1,424,322           | 1,919,331            | 74%                   |
| LOCAL BUSINESS TAX                                                                                                  | 105,356             | 145,390                 | 72%                  | 74,527              | 122,860                 | 61%                  | 65,797              | 145,390              | 45%                   |
| FEES & PERMITS                                                                                                      | 2,080,014           | 2,985,926               | 70%                  | 2,215,719           | 3,200,700               | 69%                  | 2,338,628           | 3,001,600            | 78%                   |
| INTER GOVT                                                                                                          | 3,674,070           | 4,545,322               | 81%                  | 3,932,803           | 4,784,473               | 82%                  | 4,216,851           | 4,715,508            | 89%                   |
| CHARGES FOR SERVICE                                                                                                 | 2,257,774           | 2,370,853               | 95%                  | 1,974,712           | 2,273,583               | 87%                  | 2,344,949           | 2,329,834            | 101%                  |
| FINES & FORFEITS                                                                                                    | 123,686             | 144,421                 | 86%                  | 144,541             | 165,185                 | 88%                  | 214,225             | 123,700              | 173%                  |
| MISC REVENUE                                                                                                        | 545,094             | 626,226                 | 87%                  | 1,121,569           | 1,208,274               | 93%                  | 1,120,317           | 1,040,467            | 108%                  |
| INTERFUND TRANSFER                                                                                                  | 86,095              | 150,082                 | 57%                  | 65                  | 65                      | 100%                 | 63,649              | 63,649               | 100%                  |
| CONTRB FROM ENTERPRISE FD                                                                                           | 1,579,127           | 1,722,684               | 92%                  | 1,380,310           | 1,656,372               | 83%                  | 1,509,071           | 1,646,259            | 92%                   |
| APPROPRIATED EQUITY                                                                                                 | 0                   | 0                       | 0%                   | 0                   | 0                       | 0%                   | 0                   | 2,293,708            | 0%                    |
| INTERNAL SERVICES                                                                                                   | 0                   | 0                       | 0%                   | 0                   | 0                       | 0%                   | 0                   | 0                    | 0%                    |
| INTRA. GOV. SERVICES                                                                                                | 0                   | 0                       | 0%                   | 0                   | 0                       | 0%                   | 0                   | 0                    | 0%                    |
| <b>GENERAL FUND REVENUE:</b>                                                                                        | <b>\$26,119,987</b> | <b>\$30,358,176</b>     | <b>86%</b>           | <b>\$27,155,417</b> | <b>\$31,463,366</b>     | <b>86%</b>           | <b>\$28,250,361</b> | <b>\$33,179,979</b>  | <b>85%</b>            |

| City of Port Orange<br>Expense Comparison - General Fund (001)<br>Period Ending: August 31 (92% of the Fiscal Year) |                     |                             |                      |                     |                             |                      |                     |                      |                       |
|---------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|----------------------|---------------------|-----------------------------|----------------------|---------------------|----------------------|-----------------------|
| Department Description                                                                                              | 2013                |                             |                      | 2014                |                             |                      | 2015                |                      | FYTD15<br>% of Budget |
|                                                                                                                     | FYTD Actual         | Audited Annual Expenditures | FYTD13<br>% of Total | FYTD Actual         | Audited Annual Expenditures | FYTD14<br>% of Total | FYTD Actual         | Total Current Budget |                       |
| NON DEPARTMENTAL                                                                                                    | 1,885,413           | 2,061,306                   | 91%                  | 1,726,165           | 2,264,450                   | 76%                  | 3,345,211           | 4,010,834            | 83%                   |
| MAYOR & COUNCIL                                                                                                     | 174,522             | 191,560                     | 91%                  | 176,611             | 198,686                     | 89%                  | 183,611             | 202,322              | 91%                   |
| CITY MANAGER                                                                                                        | 471,837             | 516,348                     | 91%                  | 424,243             | 476,171                     | 89%                  | 387,688             | 475,424              | 82%                   |
| LEGAL SERVICES                                                                                                      | 393,478             | 469,526                     | 84%                  | 431,001             | 515,978                     | 84%                  | 429,310             | 616,986              | 70%                   |
| CITY CLERK                                                                                                          | 218,480             | 248,094                     | 88%                  | 214,752             | 255,705                     | 84%                  | 259,615             | 287,393              | 90%                   |
| FINANCE                                                                                                             | 603,096             | 686,937                     | 88%                  | 664,969             | 740,966                     | 90%                  | 767,544             | 962,251              | 80%                   |
| PERSONNEL                                                                                                           | 320,908             | 358,191                     | 90%                  | 240,062             | 276,184                     | 87%                  | 319,027             | 331,506              | 96%                   |
| COMMUNITY DEVELOPMENT                                                                                               | 1,110,777           | 1,292,172                   | 86%                  | 1,127,182           | 1,298,459                   | 87%                  | 1,111,735           | 1,397,089            | 80%                   |
| FIRE SERVICES                                                                                                       | 6,877,063           | 7,617,193                   | 90%                  | 7,112,115           | 8,268,579                   | 86%                  | 6,924,356           | 8,076,840            | 86%                   |
| POLICE                                                                                                              | 9,222,909           | 10,868,012                  | 85%                  | 9,548,352           | 11,095,306                  | 86%                  | 10,003,758          | 11,677,153           | 86%                   |
| PUBLIC WORKS                                                                                                        | 1,605,994           | 1,874,039                   | 86%                  | 1,666,089           | 1,875,210                   | 89%                  | 1,727,289           | 2,118,947            | 82%                   |
| PARKS MAINTENANCE                                                                                                   | 1,439,131           | 1,659,830                   | 87%                  | 1,591,433           | 1,830,748                   | 87%                  | 1,514,498           | 1,953,071            | 78%                   |
| RECREATION                                                                                                          | 556,302             | 629,992                     | 88%                  | 576,850             | 684,616                     | 84%                  | 605,472             | 773,283              | 78%                   |
| ATHLETICS                                                                                                           | 299,504             | 335,950                     | 89%                  | 254,276             | 287,958                     | 88%                  | 276,183             | 278,285              | 99%                   |
| POGTV                                                                                                               | 8,944               | 9,501                       | 94%                  | 5,696               | 6,313                       | 90%                  | 3,111               | 18,595               | 17%                   |
| <b>GENERAL FUND EXPENSES:</b>                                                                                       | <b>\$25,188,358</b> | <b>\$28,818,651</b>         | <b>87%</b>           | <b>\$25,759,798</b> | <b>\$30,075,329</b>         | <b>86%</b>           | <b>\$27,858,407</b> | <b>\$33,179,979</b>  | <b>84%</b>            |
| <b>Excess of Revenue over(under) Expenditures</b>                                                                   | <b>\$931,629</b>    | <b>\$1,539,525</b>          |                      | <b>\$1,395,619</b>  | <b>\$1,388,037</b>          |                      | <b>\$391,954</b>    | <b>\$ -</b>          |                       |

Note: minor variances in totals may exist due to rounding

| CITY OF PORT ORANGE                                            |                  |                  |            |                  |                  |             |                  |                 |              |
|----------------------------------------------------------------|------------------|------------------|------------|------------------|------------------|-------------|------------------|-----------------|--------------|
| STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE |                  |                  |            |                  |                  |             |                  |                 |              |
| BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)        |                  |                  |            |                  |                  |             |                  |                 |              |
| Period Ending: August 31 (92 % of the Fiscal Year)             |                  |                  |            |                  |                  |             |                  |                 |              |
|                                                                | FY2013           |                  |            | FY2014           |                  |             | FY2015           |                 |              |
|                                                                | FYTD Actual      | Audited Annual   | %          | FYTD Actual      | Audited Annual   | %           | FYTD Actual      | Budgeted Annual | %            |
| <b>Revenues</b>                                                |                  |                  |            |                  |                  |             |                  |                 |              |
| Permits and fees                                               | 1,489,590        | 1,598,360        | 93%        | 1,065,969        | 1,176,045        | 91%         | 1,170,942        | 936,200         | 125%         |
| Miscellaneous                                                  |                  |                  | 0%         | 83               | 83               | 100%        | 140              |                 | 0%           |
| Total operating revenues                                       | <b>1,489,590</b> | <b>1,598,360</b> | <b>93%</b> | <b>1,066,052</b> | <b>1,176,128</b> | <b>91%</b>  | <b>1,171,081</b> | <b>936,200</b>  | <b>125%</b>  |
| <b>Expenditures</b>                                            |                  |                  |            |                  |                  |             |                  |                 |              |
| General government:                                            |                  |                  |            |                  |                  |             |                  |                 |              |
| Planning and community development                             | 750,233          | 827,244          | 91%        | 752,134          | 863,069          | 87%         | 870,534          | 989,908         | 88%          |
| Total operating expenses - w/o depreciation                    | <b>750,233</b>   | <b>827,244</b>   | <b>91%</b> | <b>752,134</b>   | <b>863,069</b>   | <b>87%</b>  | <b>870,534</b>   | <b>989,908</b>  | <b>88%</b>   |
| <b>Operating income (loss)</b>                                 | <b>739,357</b>   | <b>771,116</b>   | <b>96%</b> | <b>313,918</b>   | <b>313,059</b>   | <b>100%</b> | <b>300,547</b>   | <b>(53,708)</b> | <b>-560%</b> |
| <b>Non-operating revenues (expenses)</b>                       |                  |                  |            |                  |                  |             |                  |                 |              |
| Interest earnings                                              | 1,034            | 3,929            |            | 9,176            | 3,180            |             | 14,814           | 7,000           |              |
| Other income (expense)                                         |                  |                  |            |                  |                  |             |                  |                 |              |
| Interest and amortization expense                              |                  |                  |            |                  |                  |             |                  |                 |              |
| Total nonoperating revenue (expenses)                          | <b>1,034</b>     | <b>3,929</b>     | <b>0%</b>  | <b>9,176</b>     | <b>3,180</b>     | <b>0%</b>   | <b>14,814</b>    | <b>7,000</b>    | <b>0%</b>    |
| <b>Income (loss) before contributions and transfers</b>        | <b>740,391</b>   | <b>775,045</b>   | <b>96%</b> | <b>323,094</b>   | <b>316,239</b>   | <b>102%</b> | <b>315,361</b>   | <b>(46,708)</b> | <b>-675%</b> |
| Appropriated Fund Balance                                      |                  |                  |            |                  |                  |             |                  | 44,095          |              |
| Transfers                                                      |                  |                  |            |                  |                  |             |                  |                 |              |
| Transfers in                                                   |                  |                  |            |                  |                  |             | 2,613            | 2,613           |              |
| Transfers (out) - In Lieu of Tax                               |                  |                  |            |                  |                  |             |                  |                 |              |
| Transfers (out) - Debt Service                                 |                  |                  |            |                  |                  |             |                  |                 |              |
| Change in net position                                         | <b>740,391</b>   | <b>775,045</b>   |            | <b>323,094</b>   | <b>316,239</b>   |             | <b>317,974</b>   | <b>-</b>        |              |

Note: minor variances in totals may exist due to rounding

| CITY OF PORT ORANGE                                            |                   |                    |             |                   |                   |             |                   |                   |             |
|----------------------------------------------------------------|-------------------|--------------------|-------------|-------------------|-------------------|-------------|-------------------|-------------------|-------------|
| STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE |                   |                    |             |                   |                   |             |                   |                   |             |
| BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)             |                   |                    |             |                   |                   |             |                   |                   |             |
| Period Ending: August 31 (92 % of the Fiscal Year)             |                   |                    |             |                   |                   |             |                   |                   |             |
|                                                                | FY2013            |                    |             | FY2014            |                   |             | FY2015            |                   |             |
|                                                                | FYTD Actual       | Audited Annual     | %           | FYTD Actual       | Audited Annual    | %           | FYTD Actual       | Budgeted Annual   | %           |
| <b>Operating revenues</b>                                      |                   |                    |             |                   |                   |             |                   |                   |             |
| Charges for services:                                          |                   |                    |             |                   |                   |             |                   |                   |             |
| Water sales                                                    | 9,416,223         | 10,834,898         | 87%         | 9,260,273         | 10,957,095        | 85%         | 9,565,223         | 11,165,689        | 86%         |
| Hydrant rentals                                                | 33,799            | 35,095             | 96%         | 33,809            | 35,235            | 96%         | 34,374            | 38,800            | 89%         |
| Sewer charges                                                  | 10,975,749        | 12,197,415         | 90%         | 10,908,590        | 12,893,433        | 85%         | 11,573,700        | 12,945,185        | 89%         |
| Connections service, and cut-off charges                       | 609,989           | 692,830            | 88%         | 825,888           | 937,684           | 88%         | 697,705           | 891,308           | 78%         |
| Other revenues                                                 | 79,213            | 47,161             | 168%        | 115,544           | 309,840           | 37%         | 54,195            | 16,253            | 333%        |
| <b>Total operating revenues</b>                                | <b>21,114,972</b> | <b>23,807,399</b>  | <b>89%</b>  | <b>21,144,104</b> | <b>25,133,286</b> | <b>84%</b>  | <b>21,925,197</b> | <b>25,057,235</b> | <b>88%</b>  |
| <b>Operating expenses</b>                                      |                   |                    |             |                   |                   |             |                   |                   |             |
| Personal services                                              | 4,892,343         | 5,410,793          | 90%         | 5,085,532         | 5,696,318         | 89%         | 4,989,548         | 6,180,072         | 81%         |
| Contractual services (Professional & Other) <sup>1</sup>       | 414,551           | 2,197,427          | 19%         | 422,891           | 2,230,218         | 19%         | 847,361           | 1,267,296         | 67%         |
| Utilities                                                      | 930,017           | 1,107,419          | 84%         | 1,181,007         | 1,349,753         | 87%         | 1,176,890         | 1,319,200         | 89%         |
| Maintenance and repairs                                        | 342,151           | 1,316,685          | 26%         | 279,358           | 1,933,414         | 14%         | 350,107           | 715,591           | 49%         |
| Other supplies and expenses                                    | 3,744,057         | 3,022,657          | 124%        | 3,728,208         | 2,906,828         | 128%        | 4,357,043         | 5,393,392         | 81%         |
| <b>Total operating expenses - w/o depreciation</b>             | <b>10,323,120</b> | <b>13,054,981</b>  | <b>79%</b>  | <b>10,696,996</b> | <b>14,116,531</b> | <b>76%</b>  | <b>11,720,950</b> | <b>14,875,551</b> | <b>79%</b>  |
| <b>Operating income (loss)</b>                                 | <b>10,791,852</b> | <b>10,752,418</b>  | <b>100%</b> | <b>10,447,107</b> | <b>11,016,755</b> | <b>95%</b>  | <b>10,204,247</b> | <b>10,181,684</b> | <b>100%</b> |
| <b>Non-operating revenues (expenses)</b>                       |                   |                    |             |                   |                   |             |                   |                   |             |
| Interest earnings                                              | (9,472)           | 60,624             |             | 50,993            | 53,444            |             | 93,228            | 54,500            |             |
| Other income (expense)                                         | (653,597)         | 165,670            |             | (183,365)         | 445,747           |             | (170,499)         | (379,736)         |             |
| Interest and amortization expense                              | (14,768)          | (1,463,932)        |             | (11,184)          | (1,361,091)       |             | (7,529)           | (259,793)         |             |
| <b>Total nonoperating revenue (expenses)</b>                   | <b>(677,837)</b>  | <b>(1,237,638)</b> | <b>55%</b>  | <b>(143,556)</b>  | <b>(861,900)</b>  | <b>17%</b>  | <b>(84,801)</b>   | <b>(585,029)</b>  | <b>14%</b>  |
| <b>Income (loss) before contributions and transfers</b>        | <b>10,114,016</b> | <b>9,514,780</b>   | <b>106%</b> | <b>10,303,552</b> | <b>10,154,855</b> | <b>101%</b> | <b>10,119,447</b> | <b>9,596,655</b>  | <b>105%</b> |
| <b>Appropriated Fund Balance</b>                               |                   |                    |             |                   |                   |             |                   | 403,667           |             |
| <b>Transfers</b>                                               |                   |                    |             |                   |                   |             |                   |                   |             |
| Transfers in                                                   | 133,497           |                    |             | -                 |                   |             | 9,579             | 9,579             |             |
| Transfers (out) - In lieu of tax                               | (1,188,561)       | (1,296,611)        |             | (1,063,431)       | (1,276,118)       |             | (1,155,498)       | (1,260,543)       |             |
| Transfers (out) - debt service <sup>2</sup>                    | (9,040,195)       | -                  |             | (8,124,465)       | -                 |             | (8,020,246)       | (8,749,358)       |             |
| <b>Change in net position</b>                                  | <b>18,757</b>     | <b>8,218,169</b>   |             | <b>1,115,656</b>  | <b>8,878,738</b>  |             | <b>953,282</b>    | <b>-</b>          |             |

<sup>1</sup> Contractual Services for FY14 Audited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and FYTD14 Actual amounts include only Other Contractual Services.

<sup>2</sup> Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process.

**Note: minor variances in totals may exist due to rounding**



| CITY OF PORT ORANGE                                            |                  |                  |             |                  |                  |             |                  |                  |             |
|----------------------------------------------------------------|------------------|------------------|-------------|------------------|------------------|-------------|------------------|------------------|-------------|
| STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE |                  |                  |             |                  |                  |             |                  |                  |             |
| BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)           |                  |                  |             |                  |                  |             |                  |                  |             |
| Period Ending: August 31 (92 % of the Fiscal Year)             |                  |                  |             |                  |                  |             |                  |                  |             |
|                                                                | FY2013           |                  |             | FY2014           |                  |             | FY2015           |                  |             |
|                                                                | FYTD Actual      | Audited Annual   | %           | FYTD Actual      | Audited Annual   | %           | FYTD Actual      | Budgeted Annual  | %           |
| <b>Operating revenues</b>                                      |                  |                  |             |                  |                  |             |                  |                  |             |
| Charges for services:                                          |                  |                  |             |                  |                  |             |                  |                  |             |
| Waste Disposal Fees                                            | 5,829,177        | 6,660,470        | 88%         | 5,953,181        | 6,943,255        | 86%         | 6,008,855        | 6,676,695        | 90%         |
| Other revenues                                                 | 55,125           | 63,193           | 87%         | 38,134           | 41,749           | 91%         | 14,769           | 67,100           | 22%         |
| Total operating revenues                                       | <b>5,884,302</b> | <b>6,723,663</b> | <b>88%</b>  | <b>5,991,315</b> | <b>6,985,004</b> | <b>86%</b>  | <b>6,023,624</b> | <b>6,743,795</b> | <b>89%</b>  |
| <b>Operating expenses</b>                                      |                  |                  |             |                  |                  |             |                  |                  |             |
| Personal services                                              | 206,184          | 203,426          | 101%        | 184,870          | 226,705          | 82%         | 193,821          | 224,102          | 86%         |
| Contractual services (Professional & Other) <sup>1</sup>       | 4,676,361        | 5,963,238        | 78%         | 4,784,502        | 4,805,927        | 100%        | 4,852,381        | 5,876,413        | 83%         |
| Utilities                                                      | 157              | 982              | 16%         | 319              | 1,014            | 31%         | 789              | 720              | 110%        |
| Maintenance and repairs                                        | 2,754            | 10,331           | 27%         | 735              | 6,843            | 11%         | 1,814            | 2,250            | 81%         |
| Other supplies and expenses                                    | 374,869          | 56,421           | 664%        | 374,777          | 1,414,561        | 26%         | 492,688          | 567,361          | 87%         |
| Total operating expenses (w/o depreciation)                    | <b>5,260,326</b> | <b>6,234,398</b> | <b>84%</b>  | <b>5,345,202</b> | <b>6,455,050</b> | <b>83%</b>  | <b>5,541,492</b> | <b>6,670,846</b> | <b>83%</b>  |
| <b>Operating income (loss)</b>                                 | <b>623,976</b>   | <b>489,265</b>   | <b>128%</b> | <b>646,112</b>   | <b>529,954</b>   | <b>122%</b> | <b>482,132</b>   | <b>72,949</b>    | <b>661%</b> |
| <b>Non-operating revenues (expenses)</b>                       |                  |                  |             |                  |                  |             |                  |                  |             |
| Interest earnings                                              | 426              | 5,848            |             | 13,672           | 6,580            |             | 21,434           | 14,000           |             |
| Other income (expense)                                         |                  |                  |             |                  |                  |             |                  |                  |             |
| Interest and amortization expense                              |                  |                  |             |                  |                  |             |                  |                  |             |
| Total nonoperating revenue (expenses)                          | <b>426</b>       | <b>5,848</b>     | <b>7%</b>   | <b>13,672</b>    | <b>6,580</b>     | <b>208%</b> | <b>21,434</b>    | <b>14,000</b>    | <b>153%</b> |
| <b>Income (loss) before contributions and transfers</b>        | <b>624,402</b>   | <b>495,113</b>   | <b>126%</b> | <b>659,784</b>   | <b>536,534</b>   | <b>123%</b> | <b>503,566</b>   | <b>86,949</b>    | <b>579%</b> |
| <b>Appropriated Fund Balance</b>                               |                  |                  |             |                  |                  |             |                  | 106,038          |             |
| Transfers                                                      |                  |                  |             |                  |                  |             |                  |                  |             |
| Transfers in                                                   |                  |                  |             |                  |                  |             | 888              | 888              |             |
| Transfers (out) - In lieu of taxes                             | (216,557)        | (236,242)        |             | (161,649)        | (193,978)        |             | (177,719)        | (193,875)        |             |
| Transfers (out) - debt service                                 |                  |                  |             |                  |                  |             |                  |                  |             |
| Change in net position                                         | <b>407,845</b>   | <b>258,871</b>   |             | <b>498,136</b>   | <b>342,556</b>   |             | <b>326,735</b>   | <b>-</b>         |             |

<sup>1</sup> Contractual Services for FY14 Audited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and FYTD14 Actual amounts include only Other Contractual Services.

Note: minor variances in totals may exist due to rounding

| CITY OF PORT ORANGE                                            |                  |                  |             |                    |                  |               |                  |                    |              |
|----------------------------------------------------------------|------------------|------------------|-------------|--------------------|------------------|---------------|------------------|--------------------|--------------|
| STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE |                  |                  |             |                    |                  |               |                  |                    |              |
| BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)            |                  |                  |             |                    |                  |               |                  |                    |              |
| Period Ending: August 31 (92 % of the Fiscal Year)             |                  |                  |             |                    |                  |               |                  |                    |              |
|                                                                | FY2013           |                  |             | FY2014             |                  |               | FY2015           |                    |              |
|                                                                | FYTD Actual      | Audited Annual   | %           | FYTD Actual        | Audited Annual   | %             | FYTD Actual      | Budgeted Annual    | %            |
| <b>Operating revenues</b>                                      |                  |                  |             |                    |                  |               |                  |                    |              |
| Charges for services:                                          |                  |                  |             |                    |                  |               |                  |                    |              |
| Drainage Fees                                                  | 3,770,759        | 3,801,857        | 99%         | 3,771,687          | 3,805,631        | 99%           | 3,797,333        | 3,799,800          | 100%         |
| Other revenues                                                 |                  |                  | 0%          | 127                | 127              | 100%          | 218              |                    | 0%           |
| <b>Total operating revenues</b>                                | <b>3,770,759</b> | <b>3,801,857</b> | <b>99%</b>  | <b>3,771,814</b>   | <b>3,805,758</b> | <b>99%</b>    | <b>3,797,550</b> | <b>3,799,800</b>   | <b>100%</b>  |
| <b>Operating expenses</b>                                      |                  |                  |             |                    |                  |               |                  |                    |              |
| Personal services                                              | 628,310          | 707,798          | 89%         | 637,099            | 721,017          | 88%           | 639,053          | 847,280            | 75%          |
| Contractual services (Professional & Other) <sup>1</sup>       | 48,614           | 580,320          | 8%          | 52,496             | 613,143          | 9%            | 89,281           | 198,698            | 45%          |
| Utilities                                                      | -                | 6,195            | 0%          | -                  | -                | 0%            | -                | -                  | 0%           |
| Maintenance and repairs                                        | 95,319           | 103,569          | 92%         | 79,766             | 93,595           | 85%           | 133,764          | 119,691            | 112%         |
| Other supplies and expenses                                    | 536,056          | 69,362           | 773%        | 521,296            | 65,509           | 796%          | 526,299          | 567,501            | 93%          |
| <b>Total operating expenses (w/o depreciation)</b>             | <b>1,308,300</b> | <b>1,467,244</b> | <b>89%</b>  | <b>1,290,657</b>   | <b>1,493,264</b> | <b>86%</b>    | <b>1,388,397</b> | <b>1,733,170</b>   | <b>80%</b>   |
| <b>Operating income (loss)</b>                                 | <b>2,462,459</b> | <b>2,334,613</b> | <b>105%</b> | <b>2,481,157</b>   | <b>2,312,494</b> | <b>107%</b>   | <b>2,409,153</b> | <b>2,066,630</b>   | <b>117%</b>  |
| <b>Non-operating revenues (expenses)</b>                       |                  |                  |             |                    |                  |               |                  |                    |              |
| Interest earnings                                              | 2,500            | 17,005           |             | 19,614             | 20,586           |               | 29,797           | 26,700             |              |
| Other income (expense)                                         | (519,266)        |                  |             | (1,057,927)        | 500,000          |               | (136,797)        | (1,873,006)        |              |
| Interest and amortization expense                              | (21,153)         | (485,994)        |             | (15,088)           | (460,404)        |               | (8,719)          | (142,456)          |              |
| <b>Total nonoperating revenue (expenses)</b>                   | <b>(537,919)</b> | <b>(468,989)</b> | <b>115%</b> | <b>(1,053,401)</b> | <b>60,182</b>    | <b>-1750%</b> | <b>(115,719)</b> | <b>(1,988,762)</b> | <b>6%</b>    |
| <b>Income (loss) before contributions and transfers</b>        | <b>1,924,540</b> | <b>1,865,624</b> | <b>103%</b> | <b>1,427,756</b>   | <b>2,372,676</b> | <b>60%</b>    | <b>2,293,434</b> | <b>77,868</b>      | <b>2945%</b> |
| <b>Appropriated Fund Balance</b>                               |                  |                  |             |                    |                  |               | 1,167,548        |                    |              |
| <b>Transfers</b>                                               |                  |                  |             |                    |                  |               |                  |                    |              |
| Transfers in                                                   |                  |                  |             |                    | -                |               | 847,500          | 850,000            |              |
| Transfers (out) - General Fund                                 |                  |                  |             |                    |                  |               | (63,649)         | (63,649)           |              |
| Transfers (out) - In Lieu of Tax                               | (174,009)        | (189,828)        |             | (155,231)          | (186,277)        |               | (175,854)        | (191,841)          |              |
| Transfers (out) - Debt Service                                 | (1,353,238)      | (83,454)         |             | (1,232,935)        | (83,520)         |               | (1,686,599)      | (1,839,926)        |              |
| <b>Change in net position</b>                                  | <b>397,293</b>   | <b>1,592,342</b> |             | <b>39,590</b>      | <b>2,102,879</b> |               | <b>1,214,832</b> | <b>-</b>           |              |

<sup>1</sup> Contractual Services for FY14 Audited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and FYTD14 Actual amounts include only Other Contractual Services.

<sup>2</sup> Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

**Note: minor variances in totals may exist due to rounding**

Financial Reports  
for period ending  
August 31, 2015  
Provided by  
YMCA

**Statement Of Activities Report**  
**Volusia Flagler Family YMCA**  
**08/01/2015 - 08/31/2015**  
**Period 8 August 2015**

**Fund:** Unrestricted 1  
**Branch:** Port Orange 07  
**Department:** All  
**GL Code:** All  
**Activity Code:** All

| Account Group Number                 | Account Group Name          | Period 8 August 2015 |         |             |           |             | Year to Date 2015 |           |             |           |             |
|--------------------------------------|-----------------------------|----------------------|---------|-------------|-----------|-------------|-------------------|-----------|-------------|-----------|-------------|
|                                      |                             | Actual               | Budget  | \$ Variance | Last Year | \$ Variance | Actual            | Budget    | \$ Variance | Last Year | \$ Variance |
| Revenue                              |                             |                      |         |             |           |             |                   |           |             |           |             |
| 01                                   | Contributions               | 1,230                | 0       | 1,230       | 264       | 966         | 74,294            | 57,300    | 16,994      | 57,628    | 16,666      |
| 03                                   | Special Events              | 5,794                | 9,250   | -3,456      | 2,780     | 3,014       | 13,982            | 17,900    | -3,918      | 13,844    | 138         |
| 08                                   | United Way                  | 3,466                | 3,411   | 55          | 3,466     | 0           | 27,729            | 27,619    | 110         | 27,398    | 331         |
| 10                                   | Grants                      | 12,744               | 7,018   | 5,726       | 3,735     | 9,009       | 26,532            | 21,125    | 5,407       | 21,235    | 5,297       |
| 11                                   | Membership                  | 105,689              | 136,208 | -30,519     | 127,667   | -21,978     | 897,068           | 1,041,574 | -144,506    | 1,028,885 | -131,817    |
| 13                                   | Program Fees                | 49,695               | 74,794  | -25,099     | 52,963    | -3,268      | 438,570           | 455,589   | -17,019     | 430,095   | 8,475       |
| 14                                   | Other - Merchandise/Vending | 238                  | 450     | -212        | 414       | -176        | 11,809            | 8,100     | 3,709       | 7,961     | 3,848       |
| 16                                   | Late Fees/Misc Income       | 0                    | 0       | 0           | 0         | 0           | 1,727             | 0         | 1,727       | 0         | 1,727       |
| 19                                   | Release from Restriction    | -420                 | 0       | -420        | 0         | -420        | -4,238            | 0         | -4,238      | 0         | -4,238      |
| Total Unrestricted Revenue           |                             | 178,436              | 231,131 | -52,695     | 191,289   | -12,853     | 1,487,473         | 1,629,207 | -141,734    | 1,587,046 | -99,573     |
| Total Temporarily Restricted Revenue |                             | 0                    | 0       | 0           | 0         | 0           | 0                 | 0         | 0           | 0         | 0           |
| Total Permanently Restricted Revenue |                             | 0                    | 0       | 0           | 0         | 0           | 0                 | 0         | 0           | 0         | 0           |
| Total Revenue                        |                             | 178,436              | 231,131 | -52,695     | 191,289   | -12,853     | 1,487,473         | 1,629,207 | -141,734    | 1,587,046 | -99,573     |
| Expenses                             |                             |                      |         |             |           |             |                   |           |             |           |             |
| 21                                   | Salaries & Wages            | 76,072               | 73,462  | -2,610      | 116,643   | 40,571      | 629,421           | 646,396   | 16,975      | 620,775   | -8,646      |
| 22                                   | Employee Benefits           | 4,607                | 4,393   | -214        | 4,963     | 356         | 38,191            | 41,232    | 3,041       | 32,721    | -5,470      |
| 23                                   | Payroll, Taxes & W/C        | 7,256                | 7,717   | 461         | 11,255    | 3,999       | 57,329            | 67,899    | 10,570      | 57,369    | 40          |
| 24                                   | Contract Services           | 2,804                | 6,657   | 3,853       | 7,384     | 4,580       | 35,347            | 40,278    | 4,931       | 38,726    | 3,379       |
| 25                                   | Supplies                    | 4,080                | 3,192   | -888        | 4,122     | 42          | 34,957            | 26,033    | -8,924      | 32,817    | -2,140      |
| 26                                   | Telephone                   | 370                  | 1,017   | 647         | 1,208     | 838         | 7,720             | 8,658     | 938         | 8,365     | 645         |
| 27                                   | Postage & Shipping          | 0                    | 83      | 83          | 0         | 0           | 25                | 667       | 642         | 719       | 694         |
| 28                                   | Facility Costs              | 41,339               | 42,585  | 1,246       | 42,093    | 754         | 321,925           | 339,911   | 17,986      | 336,934   | 15,009      |
| 29                                   | Equipment Costs             | 415                  | 5,552   | 5,137       | -461      | -876        | 35,482            | 48,170    | 12,688      | 43,071    | 7,589       |
| 30                                   | Program Expenses            | 5,476                | 5,320   | -156        | 2,878     | -2,598      | 49,855            | 55,804    | 5,949       | 56,537    | 6,682       |
| 31                                   | Marketing & Promotion       | 49                   | 100     | 51          | 71        | 22          | 366               | 1,150     | 784         | 653       | 287         |
| 32                                   | Travel & Mileage            | 8                    | 144     | 136         | 14        | 6           | 191               | 1,250     | 1,059       | 558       | 367         |
| 33                                   | Conference & Training       | 245                  | 25      | -220        | 93        | -152        | 1,175             | 645       | -530        | 2,890     | 1,715       |
| 34                                   | Fundraising Expense         | 0                    | 0       | 0           | 0         | 0           | 511               | 0         | -511        | 236       | -275        |
| 35                                   | National & Other Dues       | 2,505                | 2,655   | 150         | 2,356     | -149        | 20,177            | 20,633    | 456         | 18,403    | -1,774      |
| 37                                   | Financing Costs             | 0                    | 33      | 33          | 0         | 0           | 0                 | 264       | 264         | 0         | 0           |

| Account Group Number                  | Account Group Name          | Period 8 August 2015 |         |             |           |             | Year to Date 2015 |           |             |           |             |
|---------------------------------------|-----------------------------|----------------------|---------|-------------|-----------|-------------|-------------------|-----------|-------------|-----------|-------------|
|                                       |                             | Actual               | Budget  | \$ Variance | Last Year | \$ Variance | Actual            | Budget    | \$ Variance | Last Year | \$ Variance |
| 38                                    | Insurance                   | 2,244                | 2,244   | 0           | 3,813     | 1,569       | 17,954            | 17,954    | 0           | 30,508    | 12,554      |
| 39                                    | Miscellaneous Expense       | 0                    | 0       | 0           | 0         | 0           | 0                 | 0         | 0           | 738       | 738         |
| 40                                    | Depreciation & Amortization | 2,068                | 2,372   | 304         | 2,967     | 899         | 17,685            | 18,974    | 1,289       | 22,606    | 4,921       |
| 48                                    | Metro Services              | 33,629               | 33,629  | 0           | 27,710    | -5,919      | 237,050           | 237,050   | 0           | 231,429   | -5,621      |
| Total Unrestricted Expenses           |                             | 183,167              | 191,180 | 8,013       | 227,109   | 43,942      | 1,505,361         | 1,572,968 | 67,607      | 1,536,055 | 30,694      |
| Total Temporarily Restricted Expenses |                             | 0                    | 0       | 0           | 0         | 0           | 0                 | 0         | 0           | 0         | 0           |
| Total Permanently Restricted Expenses |                             | 0                    | 0       | 0           | 0         | 0           | 0                 | 0         | 0           | 0         | 0           |
| Total Expenses                        |                             | 183,167              | 191,180 | 8,013       | 227,109   | 43,942      | 1,505,361         | 1,572,968 | 67,607      | 1,536,055 | 30,694      |
| Change in Net Assets                  |                             | -4,731               | 39,951  | -44,682     | -35,820   | 31,089      | -17,888           | 56,239    | -74,127     | 50,991    | -68,879     |

Financial Report  
for period ending  
August 31, 2015  
provided by  
Golf Course

**The Golf Club at Cypress Head  
Comparative Income Statement  
For the Eleven Months Ending August 31, 2015**

|                              | MTD            | YTD              | Audited          | Percent    | MTD           | YTD              | Annual           | Percent     |
|------------------------------|----------------|------------------|------------------|------------|---------------|------------------|------------------|-------------|
|                              | Prior Year     | Prior Year       | Prior Year       | of Total   | Actual        | Actual           | Budget           | of Total    |
| <b>REVENUES</b>              |                |                  |                  |            |               |                  |                  |             |
| Green Fees & Cart Fees       | 66,983         | 994,002          | 1,051,059        | 95%        | 349           | 714,691          | 782,295          | 91%         |
| Merchandise                  | 7,137          | 68,405           | 72,272           | 95%        | 51            | 53,568           | 48,222           | 111%        |
| Other Pro Shop               | 108            | 8,296            | 8,445            | 98%        | 367           | 9,598            | 7,112            | 135%        |
| Range                        | 2,466          | 33,753           | 35,287           | 96%        | 0             | 16,885           | 38,615           | 44%         |
| Food and Beverage            | 20,965         | 272,914          | 287,748          | 95%        | 0             | 182,967          | 192,398          | 95%         |
| Membership Initiation Fees   | 0              | 250              | 250              | 100%       | 250           | 250              | 0                |             |
| Other Operating Revenues     | 2,644          | 36,036           | 38,076           | 95%        | 0             | 24,901           | 28,192           | 88%         |
| <b>TOTAL REVENUE</b>         | <b>100,303</b> | <b>1,413,656</b> | <b>1,493,137</b> | <b>95%</b> | <b>1,017</b>  | <b>1,002,860</b> | <b>1,096,834</b> | <b>91%</b>  |
| <b>COST OF SALES</b>         |                |                  |                  |            |               |                  |                  |             |
| Merchandise                  | 5,891          | 49,242           | 49,275           | 100%       | 137           | 44,352           | 33,786           | 131%        |
| Food & Beverage              | 6,316          | 105,347          | 112,519          | 94%        | 0             | 72,592           | 69,374           | 105%        |
| <b>TOTAL COGS</b>            | <b>12,207</b>  | <b>154,589</b>   | <b>161,794</b>   | <b>96%</b> | <b>137</b>    | <b>116,943</b>   | <b>103,160</b>   | <b>113%</b> |
| COGS - Merchandise %         | 82.5%          | 72.0%            | 68.2%            | 105.6%     | 270.8%        | 82.8%            | 70.1%            | 118.2%      |
| COGS - Food %                | 30.3%          | 38.8%            | 39.3%            | 98.7%      |               | 39.8%            | 36.1%            | 110.4%      |
| <b>PAYROLL</b>               |                |                  |                  |            |               |                  |                  |             |
| Course and Grounds           | 21,661         | 248,247          | 271,543          | 91%        | 23,084        | 263,957          | 290,505          | 91%         |
| Carts, Range, Starters, Etc. | 4,766          | 61,252           | 65,268           | 94%        | 0             | 39,741           | 41,564           | 96%         |
| Pro Shop                     | 4,966          | 49,647           | 53,393           | 93%        | 0             | 33,566           | 29,218           | 115%        |
| Food and Beverage            | 11,564         | 136,537          | 142,814          | 96%        | 0             | 94,245           | 89,127           | 106%        |
| General and Administrative   | 10,089         | 111,499          | 120,964          | 92%        | 10,048        | 115,963          | 125,500          | 92%         |
| Marketing                    | 3,948          | 44,534           | 47,276           | 94%        | 3,791         | 41,776           | 42,040           | 99%         |
| <b>TOTAL PAYROLL</b>         | <b>56,995</b>  | <b>651,717</b>   | <b>701,259</b>   | <b>93%</b> | <b>36,923</b> | <b>589,247</b>   | <b>617,954</b>   | <b>95%</b>  |

**The Golf Club at Cypress Head  
Comparative Income Statement  
For the Eleven Months Ending August 31, 2015**

|                                     | MTD             | YTD              | Audited          | Percent     | MTD             | YTD              | Annual           | Percent     |
|-------------------------------------|-----------------|------------------|------------------|-------------|-----------------|------------------|------------------|-------------|
|                                     | Prior Year      | Prior Year       | Prior Year       | of Total    | Actual          | Actual           | Budget           | of Total    |
| <b>OPERATING EXPENSES</b>           |                 |                  |                  |             |                 |                  |                  |             |
| Course and Grounds                  | 14,066          | 178,244          | 192,508          | 93%         | 24,933          | 191,889          | 192,665          | 100%        |
| Carts, Range, Starters, Etc.        | 7,793           | 83,975           | 91,506           | 92%         | 6,618           | 107,050          | 89,536           | 120%        |
| Pro Shop                            | 156             | 9,701            | 9,935            | 98%         | 967             | 10,087           | 8,690            | 116%        |
| Food and Beverage                   | 1,994           | 34,857           | 36,098           | 97%         | 0               | 29,730           | 19,844           | 150%        |
| General and Administrative          | 14,580          | 188,497          | 201,262          | 94%         | 10,693          | 173,312          | 169,159          | 102%        |
| Marketing                           | 274             | 20,221           | 21,090           | 96%         | 200             | 21,171           | 34,219           | 62%         |
| <b>TOTAL OPERATING EXPENSES</b>     | <b>38,863</b>   | <b>515,494</b>   | <b>552,399</b>   | <b>93%</b>  | <b>43,412</b>   | <b>533,238</b>   | <b>514,113</b>   | <b>104%</b> |
| <b>TOTAL EXPENSES</b>               | <b>108,065</b>  | <b>1,321,800</b> | <b>1,415,452</b> | <b>93%</b>  | <b>80,472</b>   | <b>1,239,429</b> | <b>1,235,227</b> | <b>100%</b> |
| <b>OTHER INCOME (EXPENSE)</b>       |                 |                  |                  |             |                 |                  |                  |             |
| MANAGEMENT FEES                     | (7,225)         | (79,475)         | (86,700)         | 92%         | (3,685)         | (66,226)         | (66,330)         | 100%        |
| Depreciation & Amortization         | (535)           | (5,885)          | (3,147)          | 187%        | (381)           | (4,191)          | (3,815)          | 110%        |
| <b>TOTAL OTHER INCOME (EXPENSE)</b> | <b>(7,760)</b>  | <b>(85,360)</b>  | <b>(89,847)</b>  | <b>95%</b>  | <b>(4,066)</b>  | <b>(70,417)</b>  | <b>(70,145)</b>  | <b>100%</b> |
| <b>NET INCOME</b>                   | <b>(15,522)</b> | <b>6,497</b>     | <b>(12,162)</b>  | <b>-53%</b> | <b>(83,521)</b> | <b>(306,986)</b> | <b>(208,538)</b> | <b>147%</b> |
|                                     | =====           | =====            | =====            | =====       | =====           | =====            | =====            | =====       |
| <br><b>Paid Rounds</b>              | <br>2,988       | <br>37,151       | <br>39,557       | <br>15%     | <br>0           | <br>25,909       | <br>27,380       | <br>95%     |
| <b>Annual Pass Rounds</b>           | <b>304</b>      | <b>4,634</b>     | <b>4,902</b>     | <b>10%</b>  | <b>0</b>        | <b>2,970</b>     | <b>3,233</b>     | <b>92%</b>  |
| <b>Other Rounds</b>                 | <b>272</b>      | <b>3,054</b>     | <b>3,210</b>     | <b>14%</b>  | <b>0</b>        | <b>1,772</b>     | <b>2,007</b>     | <b>88%</b>  |
| <b>Total Rounds</b>                 | <b>3,564</b>    | <b>44,839</b>    | <b>47,669</b>    | <b>14%</b>  | <b>0</b>        | <b>30,651</b>    | <b>32,620</b>    | <b>94%</b>  |
| <b>Revenue/Paid Rounds</b>          | <b>\$ 33.57</b> | <b>\$ 38.05</b>  | <b>\$ 38.00</b>  |             | <b>0 \$</b>     | <b>38.71</b>     | <b>\$ 40.06</b>  | <b>97%</b>  |
| <b>Revenue/Total Rounds</b>         | <b>\$ 28.14</b> | <b>\$ 31.53</b>  | <b>\$ 31.00</b>  |             | <b>0 \$</b>     | <b>32.72</b>     | <b>\$ 33.62</b>  | <b>97%</b>  |





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/06/2015

Consent item: No

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**SUBJECT:** City Attorney Comments  
Agreement for 5126 Ridgewood Avenue

**DEPARTMENT:** City Attorney

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**RECOMMENDED MOTION:** Motion to approve Agreement for Code Enforcement Lien release at 5126 Ridgewood Avenue.

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**SUMMARY:** Attached is the Agreement formalizing the city council discussion on August 18, 2015 regarding the real property located at 5126 Ridgewood Avenue. Mr. Raymond Adams requested relief from the code enforcement liens filed against the property as a result of the previous property owners' failure to maintain the property. Adams has maintained and secured the property and is actively progressing on the demolition of the structures. The Agreement releases the outstanding code enforcement liens. Adams is prepared to immediately pay the city for the outstanding utility liens, lot mowing liens, litigation and closing costs, code staff and legal costs incurred as a result of the code violations.

Project              Funding Account  
No.:                  No.:

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**ATTACHMENTS:**

|    |                           |                               |
|----|---------------------------|-------------------------------|
| 1. | Agreement to Release Lien | Agreement to Release Lien.pdf |
|----|---------------------------|-------------------------------|

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Fenwick, Robin  
Roberts, Margaret

Created/Initiated - 09/21/2015  
Final Approval - 10/01/2015

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## AGREEMENT TO RELEASE LIEN

This Agreement made and executed this \_\_\_\_\_ day of October, 2015, by and between the **City of Port Orange, Florida**, a chartered municipal corporation, (hereinafter "City") and **Raymond C. Adams**, (hereinafter "Adams").

### WITNESSETH:

**WHEREAS**, the City has an interest in abating the public nuisance of the outstanding code violations on the real property located at 5126 Ridgewood Avenue, Port Orange, Florida, (hereinafter "Subject Property"), parcel number 6310-07-12-0060, more particularly described as:

Lots (6), (7), (8), & (9), Block Twelve (12), ALLANDALE PER OR 4250, PG 1190, PER OR 6873, PG 1070, as recorded in Map Book 5, Page #1 of the Public Records, Volusia County, Florida;

**WHEREAS**, Adams recently purchased the Subject Property from Sandra Johnson under a warranty deed recorded in O.R. Book 7143, Page 3190, in the public records of Volusia County, Florida. Under prior owners, the Subject Property has incurred multiple code enforcement liens listed as follows:

1. Case No. 03-1716
2. Case No. 04-830
3. Case No. 05-0424
4. Case No. 09-030
5. Case No. 10-520
6. Case No. 10-1729
7. Case No. 11-156
8. Case No. 11-403
9. Case No. 11-693
10. Case No. 11-1266
11. Case No. 11-1342
12. Case No. 11-1588
13. Case No. 11-1591
14. Case No. 11-2322
15. Case No. 12-004

**WHEREAS**, Adams desires to responsibly maintain the subject property and has taken steps to bring the Subject Property into compliance with City Code with the intent of making further improvements; and

**WHEREAS**, Adams has requested a release of a substantial portion of the outstanding code liens levied against the Subject Property; and

**WHEREAS**, the City desires to have Subject Property brought back into full compliance and has indicated a willingness to reduce the code enforcement liens originating under the prior owner(s), in an effort to eliminate the blight of the Subject Property in its current state and encourage cleanup and compliance along with new development.

**NOW THEREFORE**, in consideration of mutual promises and covenants set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by this reference.

2. Adams' Obligations. Adams shall:

- A. Within 120 days from the effective date of this Agreement, complete the demolition of the structure that sits on the Subject Property and shall continue maintaining the property in compliance with City Code.
- B. Pay to the City on or before November 12, 2015, the amount of **Ten Thousand One Hundred Seven and 42/100 Dollars** (\$10,107.42), which includes the following liens, costs, and fees:

|                 |                                                   |
|-----------------|---------------------------------------------------|
| (1) \$ 3393.45* | (Utilities and lot mowing)                        |
| (2) \$ 2500.00  | (Special legal counsel litigation fees and costs) |
| (3) \$ 2821.46  | (closing costs)                                   |
| (4) \$ 560.00   | (City Attorney legal costs)                       |
| (5) \$ 832.51   | (Code Enforcement Admin)                          |

3. City's Obligations. The City shall:

- A. Upon receipt of the full amount set forth above in Paragraph 2B., record Releases of the above referenced Utility and Lot mowing liens stating that the full amount due and owing has been paid; and;

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\* Per Diem has been estimated and added; any overage will be refunded to property owner; if Per Diem collected is exhausted the balance due and owing will continue to accrue.

- B. Upon receipt of the full amount set forth above in Paragraph 2B and confirmation from the Code Enforcement Supervisor that Subject Property is in compliance, record a Release of Lien as to all Code Liens resulting from the cases set forth in the Recitals;
4. Default. The following shall be considered a default:
- A. In the event Adams fails to fulfill the obligations set forth in this Agreement, the City shall have the option of unilaterally terminating this Agreement by giving written notice thereof to Adams and, thereafter, shall have no obligations with regard to this Agreement and all liens shall continue to remain on the Subject Property until paid in full, pursuant to Florida Statutes.
5. Successors and Assigns. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective successors and assigns.
6. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties hereto and the terms, covenants and conditions hereof may not be changed orally but only by an instrument in writing signed by the party against whom enforcement of the change or modification or discharge is sought. The failure of either party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by the other party hereto shall not constitute a waiver or relinquishment of any such term, covenant, or condition.
7. Severability. If any sentence, clause , section, or part of this Agreement is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Agreement. It is hereby declared as the intent of the parties hereto that this Agreement would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.
8. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to Release Lien on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Raymond C. Adams

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Agreement to Release Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Raymond C. Adams. He is [ ] personally known to me, or have [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
*[Printed name, term and expiration of commission]*

WITNESSES:  
A chartered municipal corporation

CITY OF PORT ORANGE, FLORIDA

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Agreement to Release of Lien was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges 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, term and expiration of commission]*

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk, CMC

Attest: \_\_\_\_\_  
Robin L. Fenwick

\_\_\_\_\_  
Name: \_\_\_\_\_

(Seal)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Agreement to Release of Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges 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, term and expiration of commission]*