



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 3, 2020

AGENDA

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

A. OPENING

1. Invocation by Pastor Nathan Buker of Victorious Life Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 18, 2020 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Intent to Award ITB #20-03 to Castus Corp. for Purchase of Link Electronics ACE2000 Automated Closed Captioning Appliance
8. Resolution No. 20-6 - Supporting the Daytona Tortugas

C. PORT ORANGE PROPERTY DEVELOPMENT, INC. SPECIAL MEETING

9. Site Plan for the Parking Lot Expansion at Palmer College of Chiropractic Campus
10. Site Plan and Architecture Design for Building #4 on the Palmer College of Chiropractic Campus

D. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Annual Report from Port Orange Community Trust

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Police Pension Board Appointment

H. REGULAR AGENDA

14. First Reading - Ordinance No. 2020-4 - Ex Officio Duties of City Council

I. ADDITIONAL ITEMS

15. City Attorney

- a. Proposed Revision to the Port Orange City Council Local Rules of Procedure 2020

16. City Manager

J. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

- a. ArtHaus
- b. River to Sea TPO
- c. General Employees' Pension Plan
- d. Fire Pension Plan
- e. Police Pension Plan

K. ADJOURNMENT

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 18, 2020

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

Silent Invocation

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were no comments from the public.

5. Agenda Approval

There were no changes requested by Council.

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

6. Approval of Minutes

a. February 4, 2020 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of Task Authorization No. 1 - LMR Construction Inc.,

Cured in Place Stormwater Pipe Lining

8. Resolution No. 20-5 - Various Budget Corrections; LE PS training facility (CNE-009)

9. Approval of Major Special Event Request – Bike Week: First Turn Steakhouse & Lounge – 5164, 5204, and 5236 South Ridgewood Avenue

10. Approval of Major Special Event Request – Bike Week: Daytona's Endless Summer Campground – 3520 South Nova Road

11. Approval of Major Special Event Request – The Last Resort Bar – 5812 South Ridgewood Avenue & The First Baptist Church of Harbor Oaks, located at 5730 South Ridgewood Avenue.

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

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

David Glassier, citizen, spoke along with Michele Austin regarding noise complaints with the Port Hole.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Council Member Marilyn Ford asked for a separation of clean up/clerical corrections from those that are substantive items in budget resolutions. Mr. Johansson advised that a staff report will be included in the future to provide a better explanation. Council Member Marilyn Ford spoke as to items #9-11 to explain how fees are charged on special event requests so the public would have a better understanding. She believes staff does a good job of recouping the costs spent for the events.

Council Member Scott Stiltner spoke as to Carla Braga's fight against cancer. He read her bio and believes the City has lost a great person.

Mayor Don Burnette asked for an update on the annual audit. Mr. Johansson said it should be wrapping up in March. Mayor Don Burnette asked for an agenda item regarding panhandling, along with a legal opinion to help guide the discussions. Mr. Johansson will bring the item for discussion on March 17, 2020.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Parks & Recreation Advisory Report

Bobby Ball, Vice Chairman, provided a report from their recent meeting.

14. Final ERP Project Update

Jane Davis, ERP Project Manager, provided the final update of the ERP project with Workday and Collaborative Solutions, which was on-time and within budget. She thanked staff for their work on the project.

15. Update from Team Volusia

Keith Norden, President and CEO, presented details from the 2019 Annual Report and Heather Shoop, Sr. Vice President, presented the vision for 2020.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided an update from the CAC for TPO meeting.

17. Parks & Recreation Advisory Board Ballot Announcement

City Clerk Robin Fenwick read the results from the written ballots of Council from the regular meeting held February 4, 2020 regarding the re-appointment of James Richard and Michael Navarro to the Parks & Recreation Advisory Board.

18. Fire Pension Trustee Appointment

Motion to re-appoint Jim Reardon to the Fire Pension Plan Board of Trustees was made by Council Member Marilyn Ford and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

PUBLIC HEARING

19. First Reading - Ordinance No. 2020-2 - Small-scale Future Land Use Map Amendment/1200 Sparton Ave. & 5700 Spruce Creek Rd. (Case No. 19-20000007)

Mayor Don Burnette read Ordinance No. 2020-2.

ORDINANCE NO. 2020-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +0.23 ACRES FROM URBAN MEDIUM RESIDENTIAL (4-8 UNITS/ACRE) TO OFFICE/RESIDENTIAL TRANSITION; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-2 on first reading was made by Vice

Mayor Drew Bastian and Seconded by
Council Member Chase Tramont.

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

Robert Reinhausen, citizen, spoke regarding his concerns with the approval of this item to potential owners in the future.

Motion carried unanimously by roll call
vote.

20. First Reading - Ordinance No. 2020-3 - Administrative Rezoning/1200
Sparton Ave., 5700 Spruce Creek Rd., 4020 Nova Rd., 3997 Nova Rd., 4025 Nova Rd.,
and 4031 Nova Rd. (Case No. 19-60000007)

Mayor Don Burnette read Ordinance No. 2020-3.

ORDINANCE NO. 2020-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF
APPROXIMATELY +0.23 ACRES FROM RESIDENTIAL MOBILE
HOME (RMH) TO PROFESSIONAL OFFICE (PO); +4.16 ACRES
FROM SPRUCE CREEK CENTER PLANNED COMMERCIAL
DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC);
AND 15 ACRES FROM PLANNED COMMERCIAL
DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC);
AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-3
on first reading was made by Vice
Mayor Drew Bastian and Seconded by
Council Member Chase Tramont.

Mrs. Cruz provided details of the request.

Motion carried unanimously by roll call
vote.

REGULAR AGENDA

21. Award of ITB #19-31 Mechanical Street Sweeping Services

Motion to approve award of ITB #19-31
to Mechanical Street Sweeping as
presented was made by Vice Mayor

Drew Bastian and Seconded by Council
Member Chase Tramont.

Lynn Stevens, Public Utilities/Works Director, provided options as to level of service, as well as discussed the option to bring the service in-house.

Mr. Reinhausen asked if the stormwater fee would be reduced. Mayor Don Burnette said no.

Council discussed the option to bring street sweeping services in-house for FY21 and agreed to maintain the current level of service with a 1-year extension with renewal options, while moving on a path to bring the services in-house in FY21.

Motion carried unanimously by roll call
vote.

ADDITIONAL ITEMS

22. City Attorney - There was nothing further.

23. City Manager

City Manager Johansson asked Council to think of a citizen to serve on the General Employees' Pension Board as there is an opening and the City Clerk has not received any applications for appointment consideration. Mr. Johansson provided an update of the upcoming workshop schedule, to include no workshop on February 25, 2020, a budget workshop and visioning session to start the budget conversations on March 24, 2020 at 6:00 p.m., and a Joint Workshop with the Parks & Recreation Advisory Board on March 31, 2020 at 5:30 p.m. in the Annex Conference Room. Staff has asked for an Executive Session on February 25, 2020 at 5:15 p.m. Mrs. Fenwick will provide the dates in an email to Council and staff, as well as update the website calendar.

a. Annual Evaluation of City Manager

Mr. Johansson asked Council to consider his evaluation during April when all staff will be evaluated. Council agreed. Council agreed to leave the City Attorney's evaluation as is stated in his contract at this time and reconsider for next year.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont has asked a representative to come to Council for a report. He will coordinate with the City Clerk.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided upcoming dates of events.

ADJOURNMENT - 8:46 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: Yes

SUBJECT: (B7a) Intent to Award ITB #20-03 to Castus Corp. for Purchase of Link Electronics ACE2000 Automated Closed Captioning Appliance

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve and award ITB #20-03, ACE2000 Automated Captioning Appliance, to Castus Corp. and to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The ACE2000 Automated Closed Captioning Appliance, manufactured by Link Electronics, is a device that overlays closed captioned and open captioned text on to television and internet broadcasts. Staff received a demo device in mid 2019 and successfully integrated it into the PogTV studio to test during a council meeting broadcast. The device, while not perfect accuracy on captions, did perform well and staff believe the longer the device is in place the more accurate it will get due to the built in artificial intelligence. Staff also reviewed several other closed captioning appliances and services and believe the ACE2000 best meets our requirements for accessibility, security, and ease of use.

ITB 20-03 was released on January 8th to solicit sealed bids from resellers of the ACE2000. Two bids were received from Castus Corporation and B&H Photo Video. The bid from Castus was \$400 less than B&H Photo at a total cost of \$52,475 which includes the ACE2000 appliance, an encoder needed to integrate the ACE2000 into the PogTV studio, and an additional year of warranty past the manufacturers standard warranty. In Fiscal 2022 there an annual maintenance fee will begin of approximately \$5,000 annually.

Project No.: ZMI003 Funding Account No.: 317-1000-519.64-00

Presenter:

ATTACHMENTS:

1.	Revised Castus Corporation Standard Contract for Services	Castus Corporation Standard Contract for Services - Revised Page 1.pdf
2.	ITB 20-03 ACE2000 Automated Closed Captioning Appliance NOTICE of INTENT	ITB 20-03 ACE2000 Automated Closed Captioning Appliance NOTICE of INTENT.pdf
3.	ITB 20-03 ACE2000 Automated Closed Captioning Appliance FINAL DRAFT	ITB 20-03 ACE2000 Automated Closed Captioning Appliance FINAL DRAFT

	12.19.19	12.19.19.pdf
4.	ITB 20-03 ACE2000 CC Appliance Bid Tabulation Sheet FINAL 12.19.19	ITB 20-03 ACE2000 CC Appliance Bid Tabulation Sheet FINAL 12.19.19.pdf
5.	Castus Vendor Application	Castus Vendor Application.pdf
6.	Castus W9	Castus W9.pdf
7.	Certificate of Insurance	Certificate of Insurance.pdf
8.	Schedule of Pricing	Schedule of Pricing.pdf

James Hicks	Created/Initiated - 2/11/2020
Jamie Miller	Approved - 2/12/2020
James Tillman	Approved - 2/20/2020
Matthew Jones	Approved - 2/21/2020
Jake Johansson	Approved - 2/21/2020
Robin Fenwick	Final Approval - 2/21/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, 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 **CASTUS CORPORATION** ("Contractor"), a Washington corporation whose principal address is 165 North East Juniper Street, Suite 200, Issaquah, Washington 98027-2518. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Link Electronics ACE2000 Automated Caption Servicer with one-year parts and labor warranty, and Link Electronics SCE492 Closed Caption Encoder Bundle with one-year parts and labor warranty, recurring annual parts and labor warranty after year 1, and as more specifically described in Invitation to Bid 20-23 ("ITB 20-03") made a part hereof by reference. Contractor's Schedule of Unit Pricing and Scope of Services referenced in ITB 20-03 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 20-03 is available in the Office of the City Clerk.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of thirty (30) days (the "Term").

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City, upon issuance of an executed written Purchase Order, in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Fifty-Two Thousand Four Hundred Seventy-Five and 00/100 Dollars (\$52,475.00). 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.

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

4. Contract Administration. The Information Technology Manager, James Hicks, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: James Hicks, Information Technology Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5545
Contractor:	Castus Corporation Attention: Nathan Bosseler, President 165 North East Juniper Street Suite 200 Issaquah, Washington 98027-2518 (800) 215-3880 Extension 713 – Telephone henry@castus.tv

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

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CASTUS CORPORATION

By: _____

Nathan Bosseler, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the State of Washington, 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 WASHINGTON
COUNTY OF KING

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Nathan Bosseler, as President of Castus Corporation, a Washington corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Washington

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____ as identification.

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

SECTION 3 – SPECIFICATIONS

Specifications:

The City is interested in procuring the following products and services:

- (1) Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.
- (1) Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.

Shipping + Handling to 1000 City Center Circle, Port Orange, FL 32129 (**FOB Destination**).

Indicate the cost of recurring annual parts + labor warranty after year 1.

[Remainder of this page left intentionally blank]

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB #20-03			
ACE2000 Automated Closed Captioning Appliance Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.			
NAME OF BUSINESS:		CASTUS Corporation	
CONTACT PERSON:		Henry Lisenbee	
EMAIL ADDRESS:		HenryL@castus.tv	
AUTHORIZED SIGNATURE:		<i>Henry Lisenbee</i>	
PROPOSAL PRICING			
ITEM #	DESCRIPTION	QUANTITY	UNIT COST
A			
1	Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.	1	\$ 44,995.00
2	Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.	1	\$ 2,480.00
3	Recurring annual parts + labor warranty after Year 1	1	\$ 5,000.00
TOTAL BID:			\$ 52,475.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER			



NOTICE OF INTENT TO AWARD

ITB 20-03 ACE2000 Automated Closed Captioning Appliance January 27th, 2020

On January 22nd, 2020 Purchasing received Two (2) bids for ITB 20-03 ACE2000 Automated Closed Captioning Appliance

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder Castus Corporation of Issaquah, WA. for the Total Price of \$52,475.

			Castus Corp
			Issaquah, WA
ITEM #	DESCRIPTION	Quantity	UNIT COST
A			
1	Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.	1	\$ 44,995.00
2	Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.	1	\$ 2,480.00
3	Recurring annual parts + labor warranty after Year 1	1	\$ 5,000.00
		TOTAL BID:	\$ 52,475.00

Recommendation to award will be presented for City Council approval on March 3rd, 2020.

David VanValkenburgh CFCM, C.P.M.
Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ACE2000 Automated Closed Captioning Appliance



ITB #20-03

City of Port Orange Purchasing Division

Prepared by: Michael Hall, Buyer

Release Date: January 8, 2020

Bid Due Date and Time: January 22, 2020 at 2:30pm

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL, 32129
(386) 506-5740
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #20-03

ACE2000 Automated Closed Captioning Appliance

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-03 ACE2000 Automated Closed Captioning Appliance. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 22, 2020.** All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purchase of an ACE2000, manufactured by Link Electronics, for the purpose of adding closed captioning to POGTV broadcasts.*

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

Copies of the Bid documents, requirements, the specifications and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

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

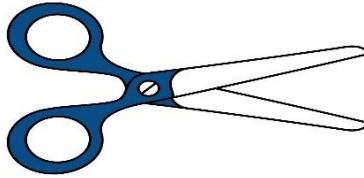
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Michael Hall, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #20-03 ACE2000 Automated Closed Captioning Appliance"**

Michael Hall – Buyer

Legal Ad - One Time – **January 8, 2020**

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #20-03 _____
BID TITLE:	ACE2000 Automated Closed Captioning Appliance _____
DUE DATE/TIME:	January 22, 2020 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Michael Hall Buyer Finance Department 1000 City Center Circle Port Orange, Florida, 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids from Firms or Companies (Vendors) for the provision of acquiring an ACE2000, manufactured by Link Electronics, for the purpose of adding closed captioning to POGTV broadcasts.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... January 8, 2020

Bids Due:January 22, 2020 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award.....To Be Determined

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

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

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

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

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

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

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint

venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SPECIFICATIONS

Specifications:

The City is interested in procuring the following products and services:

- (1) Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.
- (1) Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.

Shipping + Handling to 1000 City Center Circle, Port Orange, FL 32129 **(FOB Destination)**.

Indicate the cost of recurring annual parts + labor warranty after year 1.

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. AWARDS

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

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

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

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

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

10. BID RETURNS

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

11. BID PROTEST

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

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

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

12. BID/PROPOSAL TABULATION

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

13. BONDS

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

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

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

18. CONDUCT OF VENDORS

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

19. CONE OF SILENCE

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

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY VENDOR

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

28. DAMAGE

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

29. DEBARMENT HISTORY

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

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

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

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

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

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

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

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

34. DISQUALIFICATION OF BIDDER/PROPOSER

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

35. EVALUATION

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

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

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

48. INDEPENDENT CONTRACTOR

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

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INSURANCE REQUIREMENTS

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are

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

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

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

53. INVOICES AND PAYMENTS

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

54. IRREVOCABILITY OF RESPONSES

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

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

56. LEGAL REQUIREMENTS

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

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

57. LICENSES, PERMITS AND TAXES

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

58. LITERATURE (if applicable):

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

59. **LOCAL PREFERENCE**

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

(a) **Competitive Bids**

- (1) **Port Orange Business:** In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) **Volusia County business:** In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) **Florida Business:** In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) **Tied Bid Preference:** In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

60. MAINTENANCE

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

61. NAME BRANDS

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

62. NON-DISCRIMINATION

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

63. NON-EXCLUSIVITY OF CONTRACT

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

64. NON-PERFORMANCE:

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

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

65. NOTICE TO CONTRACTOR

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

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services,

Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

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

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

70. PREPARATION OF RESPONSES

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

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

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

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

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

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

73. PRODUCTS/ESTIMATES:

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

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

74. PROPRIETY INFORMATION

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

75. PROTECTION

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

76. **PUBLIC ENTITY CRIMES**

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

77. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances.

Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

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

80. QUALITY

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

81. QUESTIONS, INTERPRETATIONS

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

82. RECORDS/AUDIT

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

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

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

86. REVIEW OF RESPONSES/SUBMISSIONS

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

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

88. RIGHT OF WITHDRAWAL

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

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

91. SAMPLES

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

92. SEPARATION AND DISTRIBUTION

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

93. SEVERABILITY

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

94. SIGNATURE REQUIRED

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

95. SIGNED RESPONSE CONSIDERED AN OFFER

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

96. SILENCE OF SPECIFICATIONS

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

97. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Michael Hall, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed

envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

98. STATE LICENSING REQUIREMENTS

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

99. SUBCONTRACTING

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

100. SUPPLEMENTAL MATERIALS

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

101. TAXES

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

102. TERM CONTRACTS

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

103. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. TERMINATION - NOTICE

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

105. TITLE TRANSFER

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

106. UNBALANCED BID

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

107. USE OF SOLICITATION FORMS

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

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

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

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

108. VARIANCES

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

109. VENDOR'S PRODUCT OR SERVICES

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

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

110. WAIVER OF IRREGULARITIES

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

111. WARRANTIES

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

SECTION 6 – REQUIRED FORMS

FORM 6.1 – BID SUBMITTAL CHECKLIST

_____ Form 6.2 – Vendor’s Acknowledgement

_____ Form 6.3 – Drug Free/Tie Preference Statement

_____ Form 6.4 – Public Entity Crimes Statement

_____ Form 6.5 – Affidavit of Anti-Collusion

_____ Form 6.6 – Local Business Affidavit of Eligibility

_____ Attachment 1 – Bid Proposal

_____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 6.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 6.3 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 6.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 6.5 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 6.6 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE_____
PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID PROPOSAL:**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB #20-03****ACE2000 Automated Closed Captioning Appliance**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

PROPOSAL PRICING

ITEM #	DESCRIPTION	QUANTITY	UNIT COST
A			
1	Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.	1	\$ -
2	Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.	1	\$ -
3	Recurring annual parts + labor warranty after Year 1		\$ -
		TOTAL BID:	\$ -

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

This document must be completed and returned with your Submittal



End of Solicitation Documents



OPENING DATE/TIME: January 22, 2020 @ 1:30PM

Bid Tabulation

ITB #20-03

ACE2000 Automated Closed Captioning Appliance

			Castus Corp	B&H FOTO
			Issaquah, WA	New York, New York
ITEM #	DESCRIPTION	Quantity	UNIT COST	UNIT COST
A				
1	Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.	1	\$ 44,995.00	\$ 47,875.00
2	Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.	1	\$ 2,480.00	\$ -
3	Recurring annual parts + labor warranty after Year 1	1	\$ 5,000.00	\$ 5,000.00
		TOTAL BID:	\$ 52,475.00	\$ 52,875.00
	Required Forms Submitted:		YES	YES
	Bid Bond Submitted:		YES	YES
	Responsive & Responsible Bidder:		YES	YES

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



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: CASTUS Corporation

Payment Remit to Name: Nathan Bosseler

Contact Person and Title: Henry Lisenbee, Sr. Sales Director

Phone Number: (800) 215-3880 X 713

Fax Number: _____

Email Address: henry@castus.tv

Taxpayer Identification Number (TIN): 27-4575508

Tax Classification:

☐ Individual/Sole Proprietor/Single Member LLC
☐ Partnership
☐ Other (Explain) _____

☒ S Corporation
☐ C Corporation
☐ Trust/Estate

Current W-9 Attached (Required) ☒ Yes ☐ No

Type of Commodity/Services closed captioning

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☒ No

Permanent Address:

Address 165 NE Juniper St. Suite 200

City Issaquah

State WA

Zip Code 98027

Remit to Address (if different from above):

Address same as above

City _____

State _____

Zip Code _____

Please inform the Purchasing Division of all address, contact information and insurance changes.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CASTUS Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

165 NE Juniper Street Suite 200

6 City, state, and ZIP code

Issaquah, WA 98027

Requester's name and address (optional)

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

27 - 4575508

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign
Here

Signature of
U.S. person

Date ► 01/16/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2020

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

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

PRODUCER Totem Agencies, Inc P O Box 3419 Kirkland WA 98083-3419	CONTACT NAME: Tracy Buck PHONE (A/C, No, Ext): (425) 827-8774 FAX (A/C, No): (425) 827-5177 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. INSURER B: West American Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24082 44393
INSURED Castus Corporation 165 NE Juniper St Ste 200 Issaquah WA 98027		

COVERAGES**CERTIFICATE NUMBER:** 19/20 Pkg**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BKS57916742	07/27/2019	07/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAW57916742	07/27/2019	07/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	BKS57916742 WA STOP GAP	07/27/2019	07/27/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Business Personal Property			BKS57916742	07/27/2019	07/27/2020	Replacement Cost Limit: \$100,813 Deductible: \$500

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

City of Port Orange is named as an additional insured per written contract. Form CG 8810 attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT 1 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB #20-03

ACE2000 Automated Closed Captioning Appliance

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CASTUS Corporation

CONTACT PERSON:

Henry Lisenbee

EMAIL ADDRESS:

h.lisenbee@castus.tv

AUTHORIZED SIGNATURE:

Henry Lisenbee

PROPOSAL PRICING

ITEM #	DESCRIPTION	QUANTITY	UNIT COST
A			
1	Link Electronics ACE2000 Automated Caption Server w/ 1-year parts + labor warranty.	1	\$ 44,995.00
2	Link Electronics SCE492 Closed Caption Encoder Bundle w/ 1-year parts + labor warranty.	1	\$ 2,480.00
3	Recurring annual parts + labor warranty after Year 1	0	\$ 5,000.00
Total Bid=Items 1 and 2; Add 3 if extra year is wanted		TOTAL BID:	\$ 47,475.00

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (B8) Resolution No. 20-6 - Supporting the Daytona Tortugas

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-6.

SUMMARY: A resolution is attached in support of the continuation of minor league baseball in Volusia County and the Daytona Tortugas for the impact the organization provides to the greater community.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Resolution No. 20-6	Resolution No. 20-6.pdf
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 2/3/2020
Approved - 2/20/2020
Approved - 2/21/2020
Final Approval - 2/21/2020

RESOLUTION NO. 20-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE DAYTONA TORTUGAS AND THE CONTINUATION OF MINOR LEAGUE BASEBALL IN DAYTONA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange hereby fully supports the continuation of minor league baseball in Volusia County and the Daytona Tortugas for the impact the organization provides to our greater community; and

WHEREAS, The Daytona Tortugas not only contributes to the economic wellbeing of our greater area, but also contributes greatly to our cultural and historical value; and

WHEREAS, the City of Port Orange stands with Volusia County, Daytona Beach and other municipalities to fully support the Daytona Tortugas and the continuation of minor league baseball in Volusia County; and

WHEREAS, the greater Daytona Beach area has been home to a minor league baseball team for a century; and

WHEREAS, Jackie Robinson made history when he broke the color barrier on March 17, 1946, at City Island Ballpark in Daytona Beach; and

WHEREAS, the Daytona Tortugas are the only professional sports team in Volusia County; have finished in the top three in attendance in the Florida State League each of the past twenty seasons; and have averaged over 2,000 fans per game for the past three years; and

WHEREAS, the Daytona Tortugas are active community partners 365 days a year, including an extensive partnership with Volusia County Schools that utilizes the platform of baseball and the Jackie Robinson Ballpark to help elevate education and literacy in our

community; and

WHEREAS, the Tortugas Care Foundation has given over \$150,000 over the past several years to the Miracle League of Volusia County and to various other charities; and

WHEREAS, the Tortugas Care Foundation financially supported the re-establishment of Little League Baseball in Daytona Beach by purchase of equipment, bats, and balls, and each year supplies new uniforms; and

WHEREAS, each year, approximately 250,000 visitors enjoy Jackie Robinson Ballpark for games, tours or one of over 200 community events, including Bethune-Cookman University baseball games, the Volusia Manufacturing Association's Robot Brawl, Volusia-Flagler Making Strides Walk, and many large community events and runs; and

WHEREAS, the Daytona Tortugas provide affordable, family entertainment at a vibrant destination for all Volusia County residents and tourists to enjoy, contributing to the overall culture of Volusia County and the City of Port Orange; and

WHEREAS, there exists strong community support for the continuation of Minor League Baseball in Daytona Beach.

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

Section 1. The above recitals are true and correct, and by this reference are hereby incorporated in and made an integral part of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida calls upon Major League Baseball to continue an affiliation of the Daytona Tortugas.

Section 3. This Resolution shall take effect immediately upon its adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (C9) Site Plan for the Parking Lot Expansion at Palmer College of Chiropractic Campus

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the site plan for the expansion of the parking lot at the north end of the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer parking lot expansion project.

SUMMARY: Palmer College of Chiropractic (Palmer) is proposing to expand the existing parking lot located at the north end of the campus. The additional parking area is to accommodate the students and faculty members of Palmer. Palmer is located within the City Center Corporate Park Planned Commercial Development (PCD), which is generally located on east side of City Center Parkway between the YMCA and the Dorothy L. Hukill City Center Annex. According to the ground lease between the Port Orange Property Development, Inc. and Palmer College University Foundation, Inc, the Port Orange Property Development, Inc. has the right to review and approve all site plans and building plans for any structures, buildings or leasehold improvements proposed on the lease area.

Palmer is proposing an expansion to the existing parking lot to add an additional 104 parking spaces to the campus. The parking lot expansion is required to meet the design requirements in the Land Development Code (LDC) and the City Center Corporate Park Master Development Agreement (MDA). The Staff Development Review Committee (SDRC) has reviewed the proposed site plan in accordance with the Land Development Code (LDC) and the requirements in the City Center Corporate Park PCD Master Development Agreement (MDA) and has determined that the site plan for the parking lot expansion meets the requirements in both the LDC and MDA.

Project No.: Funding Account No.:

Presenter: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Notice and outline for Special Meeting of Members	Notice for POPDI Feb
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	and DRB	2020.pdf
2.	Staff Report	Staff Report Parking.pdf
3.	Exhibit A - Site Plan	Exhibit A - Site Plan.pdf

Melanie Schmotzer

Tim Burman

Shannon Balmer

Jake Johansson

Robin Fenwick

Created/Initiated - 2/19/2020

Approved - 2/19/2020

Approved - 2/24/2020

Approved - 2/24/2020

Final Approval - 2/24/2020



**NOTICE OF JOINT SPECIAL MEETING
of Members, Directors and Design Review Board Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida**

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.03, Members of the Corporation, and Article 4.04, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 3, 2020, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members and Design Review Board:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. **New Business:**
 - A. Site plan for the Parking Lot Expansion on Palmer College campus**
 - B. Architectural design and site plan for Building No. 4 on Palmer College campus**
4. Such other business as may be brought before the Members and Design Review Board.

DATED: February 21, 2020

/s/ Robin Fenwick for
Marilyn Ford, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Marilyn Ford, Councilmember
M. H. Johansson City Manager
Matthew J. Jones, City Attorney

**JOINT SPECIAL MEETING OF MEMBERS, DIRECTORS AND DESIGN
REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC.**

March 3, 2020

[Chairman Chase Tramont will conduct the joint meeting]

**I call the Special Meeting of the Members, Directors, and Design Review Board of
PORT ORANGE PROPERTY DEVELOPMENT, INC., to Order.**

1. **Roll Call: Members of the City Council:** Donald Burnette, Drew Bastian, Scott Stiltner, Chase Tramont, Marilyn Ford

2. **Do I have an objection to the notice of meeting?**

Hearing no objection, the notice is accepted.

3. **New Business.**

[Both items should be opened together for discussion and consideration]

A. Site Plan for Palmer Parking Lot Expansion Case No. 19-60000007.

B. Site plan for Palmer Building No. 4 including

Separate motions for each item.

Do I have a motion for the site plan for Palmer Parking Lot Expansion?

Move to approve the site plan for the expansion of the parking lot at the north end of the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer parking lot expansion project.

Second.

[Clerk takes roll]

Do I have a motion for the approval of the site plan for the architectural design and site plan for Building No. 4 on the Palmer College of Chiropractic campus?

Move to approve the architectural design and site plan for Building #4 on the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer Building #4 project.

Second.

[Clerk takes roll]

4. **Is there any further business of the Member, Directors or Design Review Board?**

There being none, this joint special meeting of the Members, Directors and the Design Review Board is adjourned.



STAFF REPORT

Design Review for Port Orange Property Development, Inc.

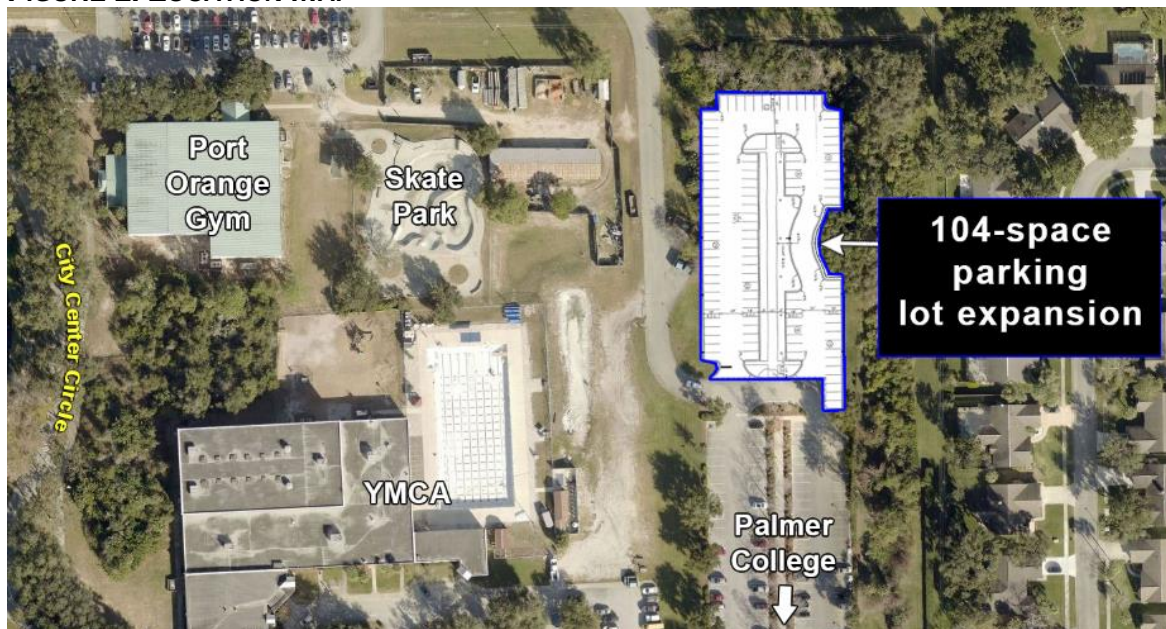
CASE NO. 19-82000007

REQUEST:	Approve the site plan for the expansion of the parking lot at the north end of the Palmer College of Chiropractic Campus and designate the City Manager as authorized agent of the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer project Case No. 19-82000007, subject to the requirements of the Land Development Code.
LOCATION:	4777 City Center Parkway
OWNER:	Port Orange Property Development, Inc.
APPLICANT:	Mark Dowst, P.E., representing Palmer College of Chiropractic
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
JOINT MEETING DATE OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC.:	March 3, 2020

INTRODUCTION

Palmer College of Chiropractic (Palmer) is proposing to expand the existing parking lot located at the north end of the campus, east of the YMCA. According to Palmer, the additional parking area is to accommodate the students and faculty members of Palmer.

FIGURE 1. LOCATION MAP



DISCUSSION

Palmer is located within the City Center Corporate Park Planned Commercial Development (PCD), which is generally located on east side of City Center Parkway between the YMCA and the Dorothy L. Hukill City Center Annex. According to the ground lease between the Port Orange Property Development, Inc. and Palmer College University Foundation, Inc, the Port Orange Property Development, Inc. has the right to review and approve all site plans and building plans for any structures, buildings or leasehold improvements proposed on the lease area.

Palmer is proposing an expansion to the existing parking lot to add an additional 104-parking spaces to the campus. The parking lot expansion is proposed at the north end of the campus and required to meet the following design requirements in the Land Development Code (LDC) and the City Center Corporate Park Master Development Agreement (MDA):

- Internal sidewalk connection to the existing sidewalk network which leads to the campus buildings and decorative, textured and/or stamped concrete crosswalks;
- Parking lot lights that do not exceed 20 feet in height and consistent with the existing parking lot light poles and fixtures;
- Tree protection measures to ensure preservation of a historic 62-inch live oak tree;
- Parking space dimensions at 10-foot X 20-foot and the drive isle width at 24-foot wide;
- Maintain fifteen (15%) percent of the overall PCD property for conservation of existing trees and native vegetation;
- Internal parking lot landscaping and perimeter landscape buffers, including a 94-foot-wide buffer along the east property line to meet the minimum 20-foot-wide buffer required adjacent to Countryside Subdivision Phase Unit XII-A;
- Irrigation for the internal parking lot landscaping and landscape buffers; and
- Stormwater system to handle the additional pavement.

The site plan development application for the parking lot expansion has been submitted by Palmer according to the ground lease agreement. According to the Land Development Code (LDC), all property owners within the boundary of a project are required to sign the development application. Palmer requests the Port Orange Property Development, Inc. approve the site plan and designate the City Manager as authorized agent for the purpose of executing the site plan development application and future development applications (modification to St. Johns Water Management District Permit, building permits, etc.) related to Case No 19-82000007 on behalf of the Port Orange Property Development, Inc. as the property owner.

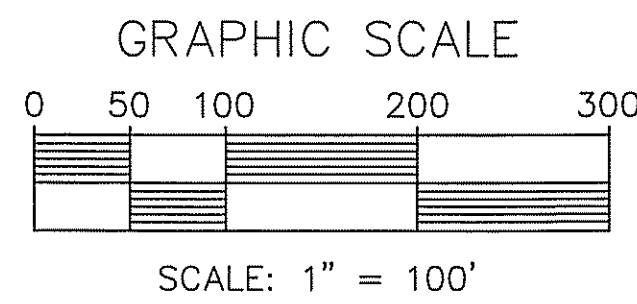
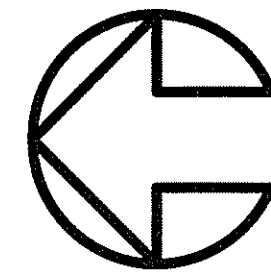
CONCLUSION

The Staff Development Review Committee (SDRC) has reviewed the proposed site plan in accordance with the Land Development Code (LDC) and the requirements in the City Center Corporate Park PCD Master Development Agreement (MDA) and has determined that the site plan for the parking lot expansion meets the requirements in both the LDC and MDA.

ATTACHMENTS

1. Exhibit "A" - Site Plan

EXHIBIT "A"



PROPOSED PARKING EXPANSION

PALMER COLLEGE LEASE PARCEL
(OR BK. 4944, PG 1791)

LEGAL DESCRIPTION (LEASE PARCEL)

A PORTION OF SECTIONS 8 AND 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

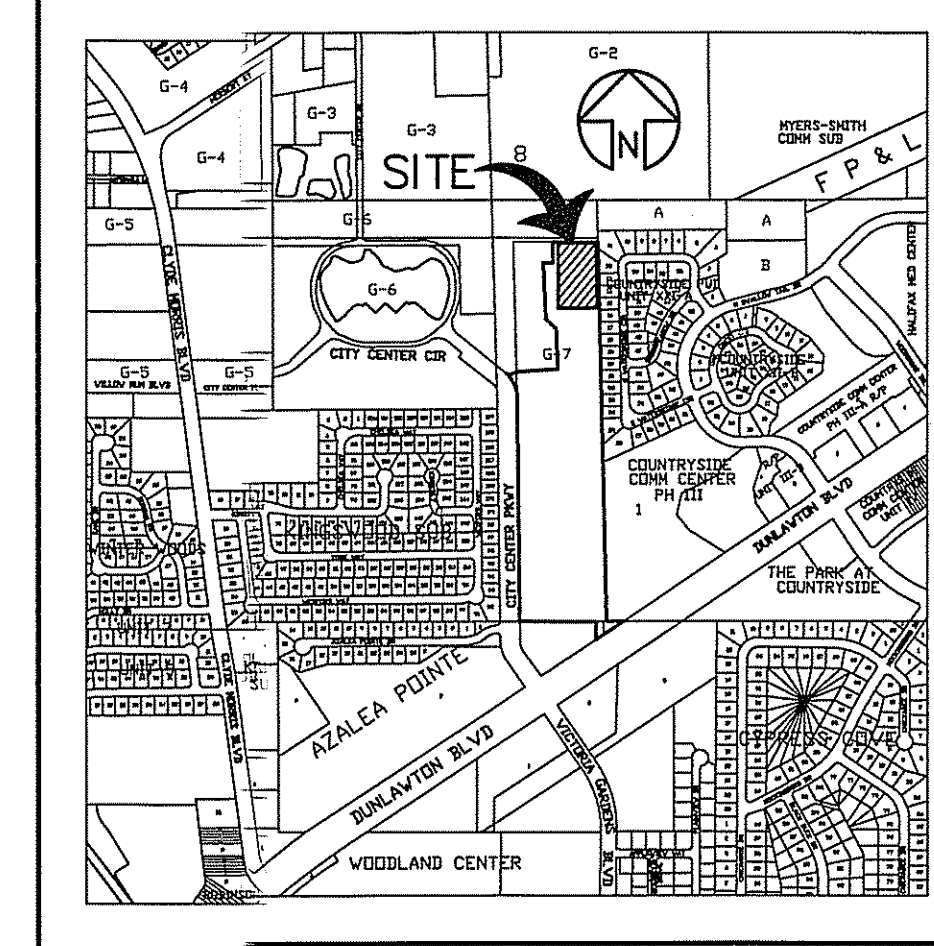
FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AS THE POINT OF REFERENCE, RUN SOUTH 87 DEGREES 51 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 125.04 FEET TO THE EAST RIGHT OF WAY LINE OF CITY CENTER PARKWAY, A 125 FOOT RIGHT OF WAY, THENCE NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1117.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 18 MINUTES 13 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 31 MINUTES 34 SECONDS WEST, 153.35 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 155.66 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 76 DEGREES 26 MINUTES 21 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 53 MINUTES 51 SECONDS EAST, 30.93 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69 DEGREES 52 MINUTES 58 SECONDS EAST, A DISTANCE OF 38.85 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 256.09 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 24 SECONDS WEST, A DISTANCE OF 315.83 FEET; THENCE NORTH 45 DEGREES 17 MINUTES 43 SECONDS WEST, A DISTANCE OF 87.10 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 349.71 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 62.23 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 44 SECONDS EAST, A DISTANCE OF 130.21 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 28 SECONDS EAST, A DISTANCE OF 280.24 FEET TO THE WEST LINE OF COUNTRYSIDE P.L.D. UNIT XI-A AS RECORDED IN PLAT BOOK 41, PAGE 170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 37 MINUTES 32 SECONDS WEST ALONG SAID WEST LINE AND THE WEST LINE OF COUNTRYSIDE COMMERCIAL CENTER PHASE III AS RECORDED IN MAP BOOK 40, PAGE 35, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2346.51 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 87 DEGREES 51 MINUTES 12 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 128.85 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. NO. 421), A 200 FOOT RIGHT OF WAY; THENCE SOUTH 87 DEGREES 39 MINUTES 26 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.13 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 120.73 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 208.68 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 200 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS WEST, A DISTANCE OF 283.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.42 ACRES, MORE OR LESS.

GENERAL NOTES

- SCS SOIL TYPES (TOTAL SITE):
 - (8) BASINGER FINE SAND, HYDROLOGIC GROUP A/D.
 - (13) CASSIA FINE SAND, HYDROLOGIC GROUP C.
 - (17) DAYTONA SAND, HYDROLOGIC GROUP B.
 - (32) MYAKKA FINE SAND, HYDROLOGIC GROUP A/D.
 - (37) ORSNO FINE SAND, HYDROLOGIC GROUP A.
 - (42) PACLA FINE SAND, HYDROLOGIC GROUP A.
 - (54) SANGUILLA MUCK, HYDROLOGIC GROUP A/D.
 - (57) SATELLITE SAND, HYDROLOGIC GROUP C.
- SCS SOIL TYPES (PARKING EXPANSION SITE):
 - (32) MYAKKA FINE SAND, HYDROLOGIC GROUP A/D.
 - (54) SANGUILLA MUCK, HYDROLOGIC GROUP A/D.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD), AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 1212700369-1, MAP REVISED 9-29-17.
- BOUNDARY AND TOPOGRAPHIC SURVEYS PERFORMED BY MARK DOWST AND ASSOCIATES, INC. PROJECT NO. 731, DATED 02-01-99.
- ELEVATIONS REFER TO N.G.V.D. OF 1929 PER F.D.O.T. BENCHMARK NO. 7 (1987) PUBLISHED ELEVATION 27.477 FEET.
- THE LOCATION OF ALL EXISTING UTILITIES AND SITE CONDITIONS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM BEST INFORMATION AVAILABLE CONSISTING OF A COMBINATION OF ONSITE SURVEYS AND RECORD AS-BUILTS, AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES, AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL COOPERATE WITH THE RESPECTIVE UTILITY COMPANIES DURING RELOCATION OPERATIONS.
- AREAS WITHIN SITE WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO PRE EXISTING CONDITIONS.
- ALL SITEWORK MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA D.O.T. STANDARD SPECIFICATIONS AND SOUTHERN STANDARD BUILDING CODES.
- THE CONTRACTOR SHALL TAKE REASONABLE STEPS TO PREVENT ONSITE EROSION AND SEDIMENT FROM LEAVING SITE DURING CONSTRUCTION. AT COMPLETION OF CONSTRUCTION, ALL DISTURBED NON-PAVED AREAS SHALL BE SOODED.
- OWNER: PORT ORANGE PROPERTY DEVELOPMENT, INC.
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32119
- LEASEE: PALMER COLLEGE OF CHIROPRACTIC
4777 CITY CENTER PARKWAY
PORT ORANGE, FLORIDA 32129
PHONE: (386) 763-2669
- ARCHITECT: STUDIO 483 ARCHITECTS
201 W. 2ND STREET, SUITE 608
DAVENPORT, IOWA
PHONE: (563) 326-2555

VICINITY MAP



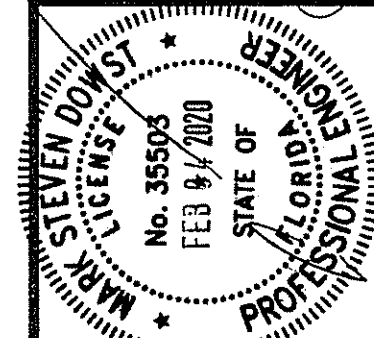
SITE DATA

EXISTING ZONING: PCD
TOTAL SITE AREA: 23.42 ACRES
PARKING REQUIRED: (600 STUDENTS x 1 SP / 2 STUDENTS) + (100 FACULTY x 1 SP / 1 FACULTY) = 400 SPACES

EXISTING PARKING SPACES: 471 SPACES
PROPOSED PARKING EXPANSION: 104 SPACES
TOTAL PARKING PROVIDED: 575 SPACES
HANDICAP PARKING REQUIRED: 12 SPACES
HANDICAP PARKING PROVIDED: 20 SPACES
BICYCLE PARKING REQUIRED: 36 SPACES
BICYCLE PARKING PROVIDED: 36 SPACES

SHEET INDEX

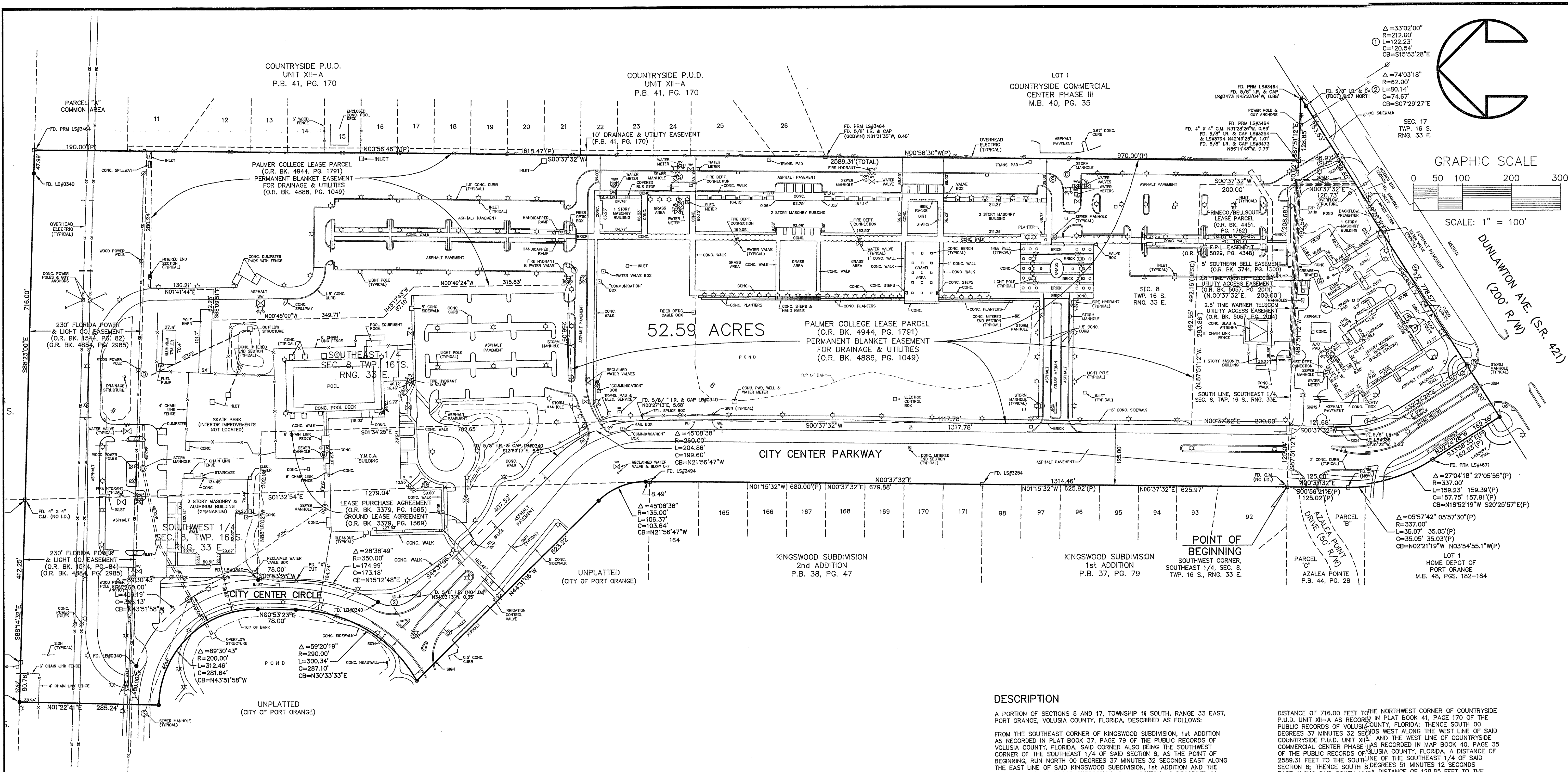
- C1 OVERALL SITE PLAN
- C2 SITE SURVEY
- C3 EXISTING SITE CONDITIONS
- C4 DIMENSION PLAN
- C5 PAVING AND GRADING PLAN
- C6 EROSION AND SEDIMENT CONTROL AND TREE PROTECTION PLAN
- C7 CONSTRUCTION DETAILS
- C8 PORT ORANGE CITY DETAILS



MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999
SCALE: 1"=100'

OVERALL SITE PLAN
PALMER COLLEGE PARKING EXPANSION
PORT ORANGE, FLORIDA

PROJECT NO. 731E
C1
731E-OVERALL-3



REVISION

NO.	DATE	APPR.	BY
1	12-19-19	MSD	

APPROVED

MARK DOWST & ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS

536 N. HALIFAX AVENUE, SUITE # 100 DAYTONA BEACH, FLORIDA 32118

DATE 04-25-19

DESIGNED

SCALE 1"=100'

DATE

SITE SURVEY

PALMER COLLEGE PARKING EXPANSION

PORT ORANGE, FLORIDA

PROJECT NO.

731E

C2

731E-SRVY4

SURVEYOR'S NOTES:

- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING, SKETCH, PLAT OR MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS DRAWING, SKETCH, PLAT OR MAP PREPARED WITHOUT BENEFIT OF AN ABSTRACT OR TITLE OPINION. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF AND ARE DERIVED FROM FIELD MEASURED DATA UNLESS SHOWN OTHERWISE.
- NO UNDERGROUND FOUNDATIONS, INSTALLATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED, EXCEPT AS SHOWN.
- THE CERTIFICATION SHOWN ON THIS SURVEY APPLIES TO THE LAST DATE OF FIELD WORK ONLY.
- BEARING STRUCTURE IS ASSUMED, WITH THE BEARING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 8, TWP. 16 S., RANG. 33 E. BEING N87°51'12" W.
- DESCRIPTION PREPARED BY MARK DOWST & ASSOCIATES, INC.
- ADDED ADDITIONAL COMPLETED IMPROVEMENTS: 3-24-05.

9. PER PLAT CERTIFICATE PREPARED BY FIDELITY NATIONAL TITLE, FILE NO. DE03-1194, DATED 10-31-05, THIS PROPERTY IS SUBJECT TO: RESOLUTION NO. 92-02 RECORDED JULY 15, 1993 IN O.R. BK. 3842, PG. 2220, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MASTER DEVELOPMENT AGREEMENT FOR THE CITY CENTER CORPORATE PARK PLANNED COMMERCIAL DEVELOPMENT (PCD) RECORDED JUNE 27, 2002 IN O.R. BK. 4886, PG. 1052, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

RIGHT OF WAY AGREEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED FEBRUARY 14, 1973 IN O.R. BK. 1544, PG. 82; AS AFFECTED BY RIGHT OF WAY CONSENT AGREEMENT BY AND BETWEEN FLORIDA POWER & LIGHT COMPANY AND THE CITY OF PORT ORANGE RECORDED JUNE 25, 2002 IN O.R. BK. 4884, PG. 2985, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

RIGHT OF WAY AGREEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED FEBRUARY 14, 1973 IN O.R. BK. 1544, PG. 84; AS AFFECTED BY RIGHT OF WAY CONSENT AGREEMENT BY AND BETWEEN FLORIDA POWER & LIGHT COMPANY AND THE CITY OF PORT ORANGE RECORDED JUNE 25, 2002 IN O.R. BK. 4884, PG. 2985, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EASEMENT BY AND BETWEEN THE CITY OF PORT ORANGE, A FLORIDA MUNICIPALITY, (GRANTOR) AND SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, A GEORGIA CORPORATION, (GRANTEE) RECORDED APRIL 27, 1992 IN O.R. BK. 3741, PG. 1300, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PERMANENT BLANKET EASEMENT IN FAVOR OF THE CITY OF PORT ORANGE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, AS SET FORTH AND RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 27, 2002 IN O.R. BK. 4886, PG. 1049, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NON-EXCLUSIVE UTILITY EASEMENT BY AND BETWEEN THE CITY OF PORT ORANGE, FLORIDA, A CHARTERED MUNICIPAL CORPORATION, (GRANTOR) AND PORT ORANGE PROPERTY DEVELOPMENT, INC., A FLORIDA CORPORATION, (GRANTEE) RECORDED MARCH 7, 2003 IN O.R. BK. 5029, PG. 4348, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NON-EXCLUSIVE UTILITY ACCESS EASEMENT BY AND BETWEEN THE CITY OF PORT ORANGE, FLORIDA, A CHARTERED MUNICIPAL CORPORATION, AND PORT ORANGE PROPERTY DEVELOPMENT, INC., A FLORIDA NON PROFIT CORPORATION, (GRANTOR) AND TIME WARNER TELECOM OF FLORIDA, L.P., A DELAWARE LIMITED PARTNERSHIP (GRANTEE) RECORDED APRIL 21, 2003 IN O.R. BK. 5057, PG. 2014, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEASE PURCHASE AGREEMENT BY AND BETWEEN PORT ORANGE LEASE FINANCE CORPORATION, A FLORIDA NON-FOR-PROFIT CORPORATION, AND THE CITY OF PORT ORANGE, FLORIDA, A MUNICIPAL CORPORATION, DATED OCTOBER 1, 1989, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE PURCHASE AGREEMENT RECORDED OCTOBER 27, 1989 IN O.R. BK. 3379, PG. 1565, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY OF PORT ORANGE, FLORIDA, A MUNICIPAL CORPORATION, AND PORT ORANGE LEASE FINANCE CORPORATION, A FLORIDA NON-FOR-PROFIT CORPORATION, DATED OCTOBER 1, 1989, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF GROUND LEASE RECORDED OCTOBER 27, 1989 IN O.R. BK. 3379, PG. 1569, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEASE AGREEMENT BY AND BETWEEN THE CITY OF PORT ORANGE, FLORIDA, A MUNICIPAL CORPORATION, (LESSOR) AND BELL SOUTH MOBILITY, INC., A GEORGIA CORPORATION, (TENANT) RECORDED JUNE 22, 1990 IN O.R. BK. 3485, PG. 1817, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SITE SUBLEASE AGREEMENT BY AND BETWEEN PRIMICO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, (SUBLESSOR) AND BELL SOUTH MOBILITY, INC., A GEORGIA CORPORATION, (SUBLESSEE) DATED MAY 3, 1999, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF SUBLEASE AGREEMENT RECORDED JULY 1, 1999 IN O.R. BK. 4451, PG. 1762, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GROUND LEASE AGREEMENT BY AND BETWEEN PORT ORANGE PROPERTY DEVELOPMENT, INC., A FLORIDA NON PROFIT CORPORATION, (LESSOR) AND PALMER CHIROPRACTIC UNIVERSITY FOUNDATION, INC., AN IOWA CORPORATION, D/B/A PALMER COLLEGE OF CHIROPRACTIC, (LESSEE) DATED AUGUST 15, 2002, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE AGREEMENT RECORDED OCTOBER 11, 2002 IN O.R. BK. 4944, PG. 1791, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DEED OF DEDICATION RECORDED IN O.R. BK. 5345, PG. 3349, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (SHOWN AS WELLNESS WAY ON THE PROPOSED PLAT OF CITY CENTER CORPORATE PARK.)

10. REVISED PER PLAT CERTIFICATE: 11-10-05.

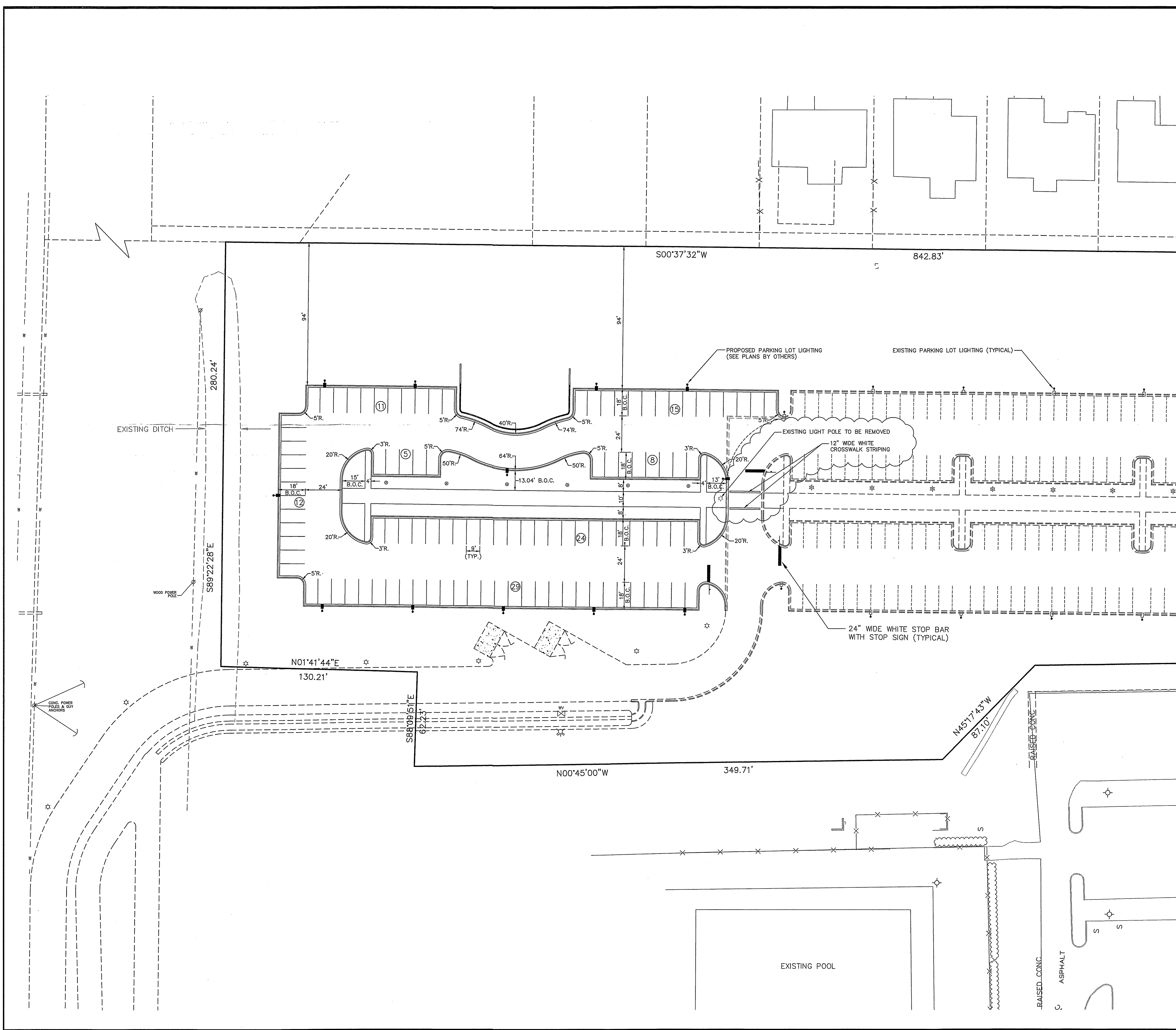
DESCRIPTION

A PORTION OF SECTIONS 8 AND 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF KINGSWOOD SUBDIVISION, 1st ADDITION AS RECORDED IN PLAT BOOK 37, PAGE 79 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8, AS THE POINT OF BEGINNING, RUN NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID KINGSWOOD SUBDIVISION, 1st ADDITION AND THE EAST LINE OF KINGSWOOD SUBDIVISION, 2nd ADDITION AS RECORDED IN PLAT BOOK 38, PAGE 47 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE NORTHERLY PROLONGATION THEREOF, AND THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1314.46 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 08 MINUTES 38 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 21 DEGREES 58 MINUTES 49 SECONDS WEST, 103.64 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES 31 MINUTES 06 SECONDS WEST, A DISTANCE OF 523.22 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 59 DEGREES 20 MINUTES 19 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 30 DEGREES 33 MINUTES 33 SECONDS EAST, 287.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 53 MINUTES 23 SECONDS EAST, A DISTANCE OF 78.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 30 MINUTES 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 51 MINUTES 58 SECONDS WEST, 281.64 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 312.46 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 41 SECONDS EAST, A DISTANCE OF 285.24 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 14 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 412.25 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 23 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A

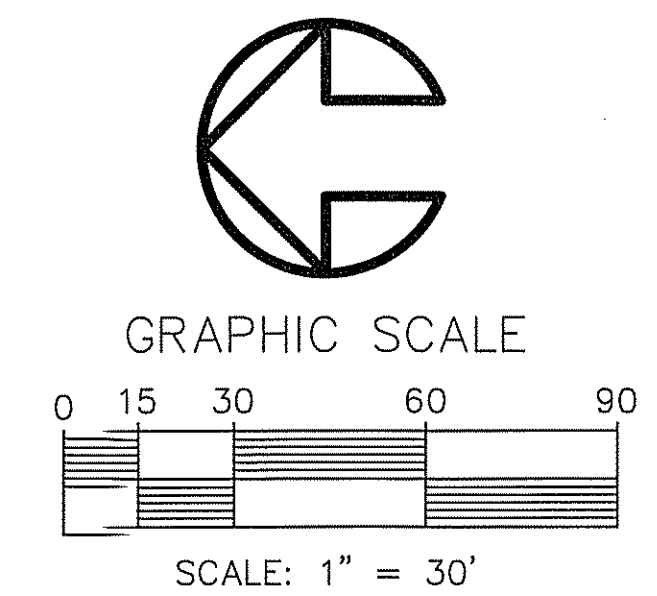
DISTANCE OF 716.00 FEET TO THE NORTHWEST CORNER OF COUNTRYSIDE P.U.D. UNIT XII-A AS RECORDED IN PLAT BOOK 41, PAGE 170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 37 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF SAID COUNTRYSIDE P.U.D. UNIT XII-A, AND THE WEST LINE OF COUNTRYSIDE COMMERCIAL CENTER PHASE III AS RECORDED IN MAP BOOK 40, PAGE 35 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2588.31 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 8 DEGREES 51 MINUTES 12 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 128.85 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. NO. 421), A 200 FOOT RIGHT OF WAY; THENCE SOUTH 57 DEGREES 39 MINUTES 26 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 778.57 FEET TO THE SOUTHEAST CORNER OF HOME DEPOT OF PORT ORANGE AS RECORDED IN MAP BOOK 48, PAGES 182-184 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE, RUN NORTH 32 DEGREES 24 MINUTES 28 SECONDS WEST ALONG THE BOUNDARY OF SAID HOME DEPOT OF PORT ORANGE, A DISTANCE OF 1626 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 337.00 FEET, A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 18 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 52 MINUTES 19 SECONDS WEST, 157.75 FEET; THENCE UNNORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY, A DISTANCE OF 337.00 FEET, A CENTRAL ANGLE OF 159.23 FEET TO THE SOUTHEAST CORNER OF PARCEL "B", AZALEA POINT AS RECORDED IN PLAT BOOK 44, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A POINT ON THE ARC OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 337.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 57 MINUTES 42 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 21 MINUTES 18 SECONDS WEST, 35.05 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE BOUNDARY OF SAID AZALEA POINT, A DISTANCE OF 35.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID AZALEA POINT, NORTH 00 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.59 ACRES, MORE OR LESS.

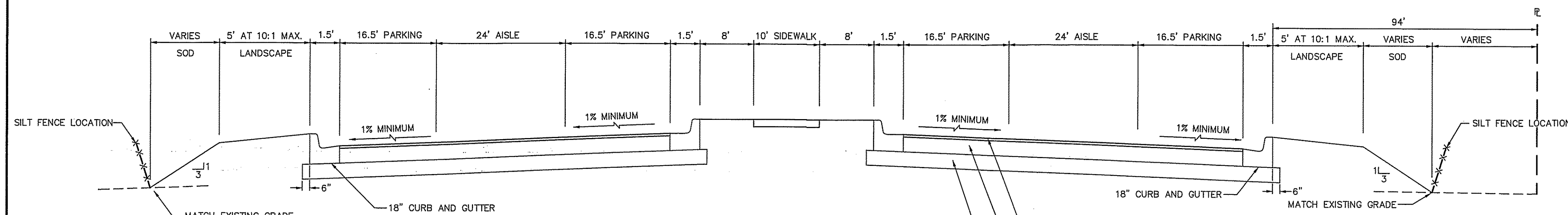


KEY MAP

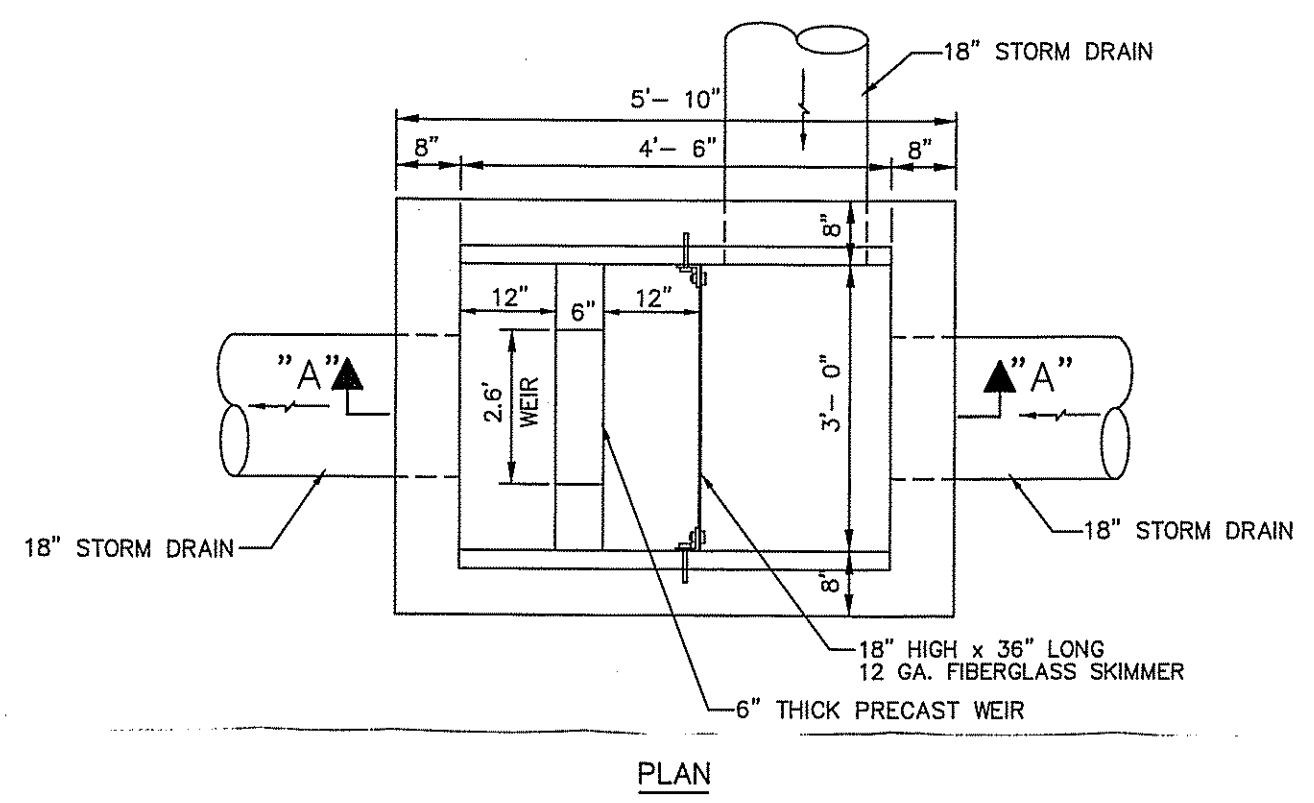
NOTE:
REFER TO SHEETS C8 AND C9 FOR CITY OF PORT ORANGE DETAILS AND GENERAL NOTES.



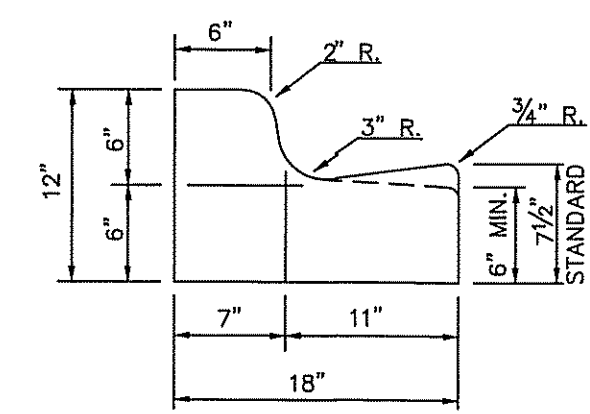
MARK DOWST & ASSOCIATES, INC. ENGINEERS * PLANNERS * SURVEYORS 536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999 SCALE 1"=30'		DIMENSION PLAN PALMER COLLEGE PARKING EXPANSION PORT ORANGE, FLORIDA		PROJECT NO. 731E
		DESIGNED MSD DRAWN JAY CHECKED MSD DATE 04-25-19		C4 731E-SITE-4
NO. 1 DATE 12-19-19 APPR. MSD REVISION		NO. 2 DATE 01-30-20 APPR. MSD REVISION		REVISED PER CITY COMMENTS CITY SITE PLAN SUBMITTAL



NOTE:
PURSUANT TO LAND DEVELOPMENT CODE, LDC, CHAPTER 10,
SECTION 5(d)(1), CUT AND FILL SLOPES MAY EXCEED THE
4:1 SLOPE RATIO IN ORDER TO PRESERVE THE EXISTING
TREES, BUT SHALL NOT EXCEED A 3:1 (HORIZONTAL:
VERTICAL) SLOPE RATIO.



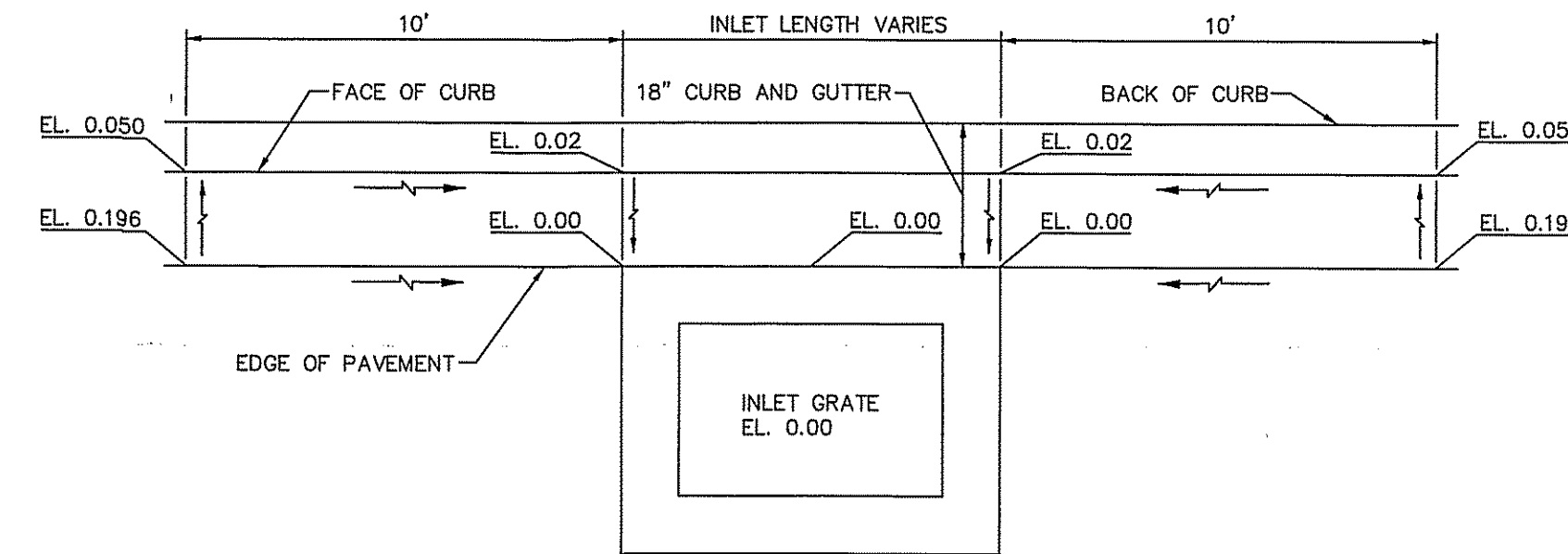
1-1/2\"/>



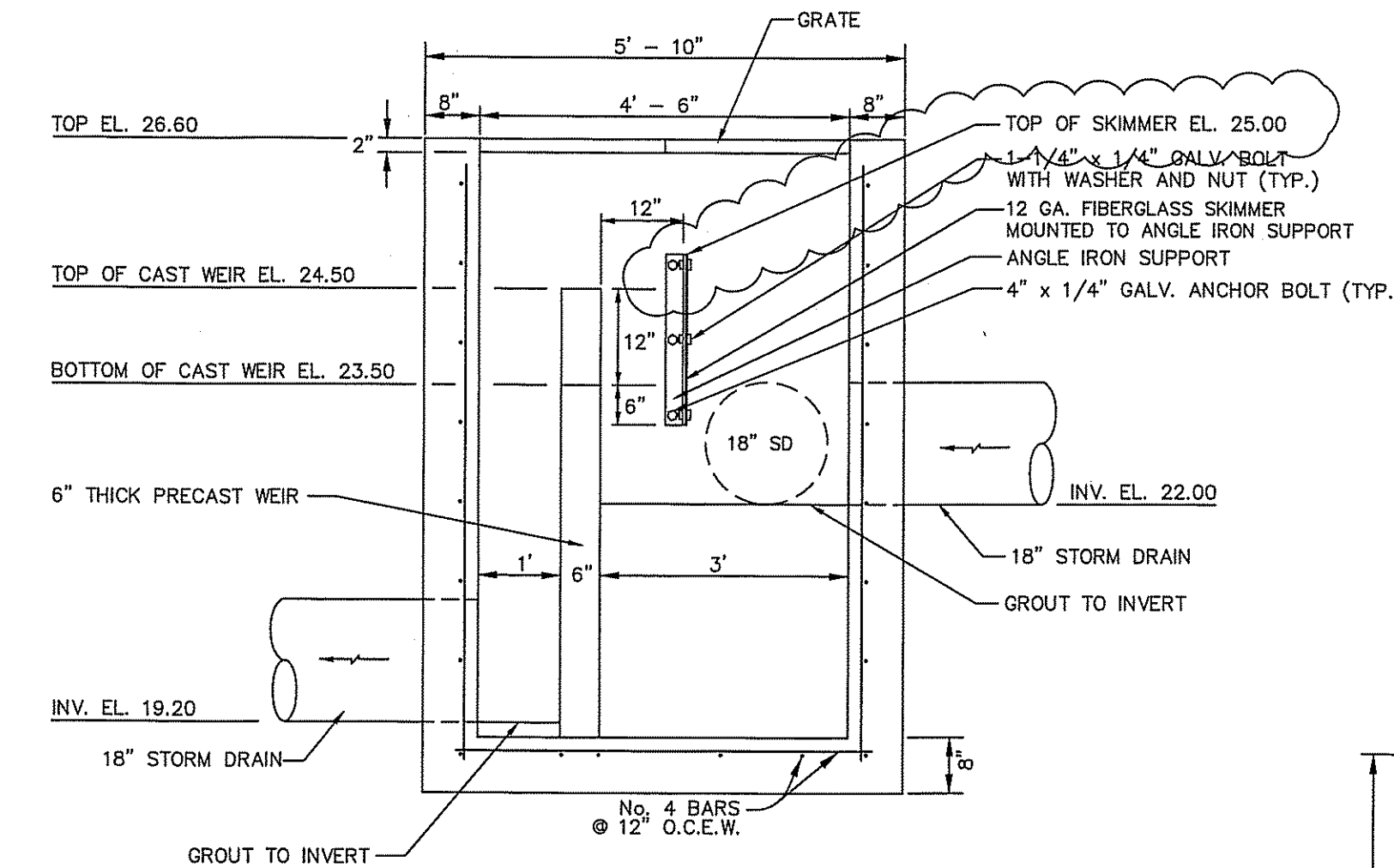
NOTE:
WHEN USED ON HIGH SIDE OF ROADWAYS,
THE CROSS SLOPE OF THE GUTTER SHALL
MATCH THE CROSS SLOPE OF THE ADJACENT
PAVEMENT AND THE THICKNESS OF THE LIP
SHALL BE 6\", UNLESS OTHERWISE SHOWN
ON THE PLANS.

18\"/>

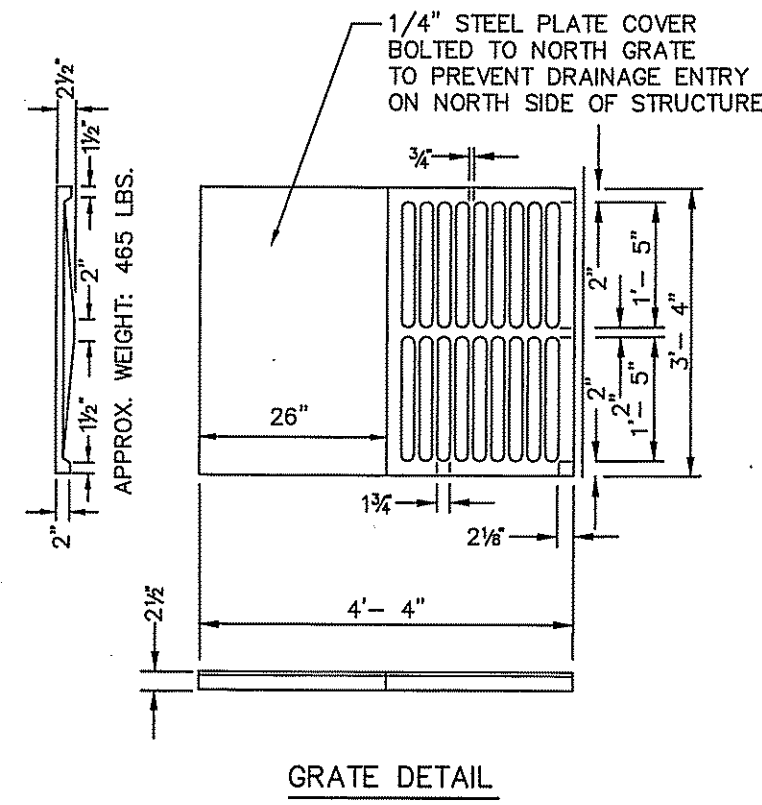
SECTION "A" - "A"



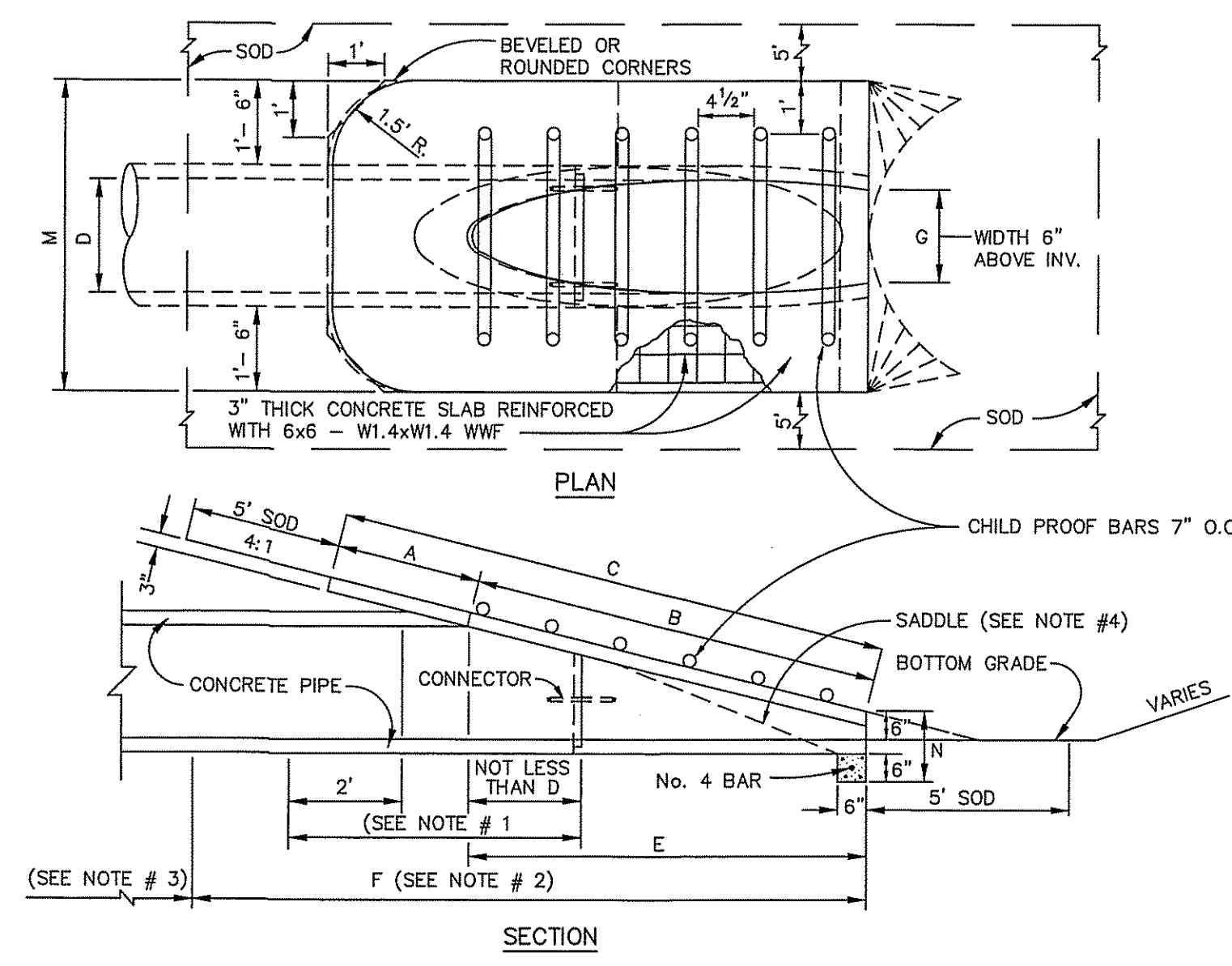
INLET GRADING DETAIL



RECOMMENDED MAXIMUM PIPE SIZE:
3' - 0\"/>

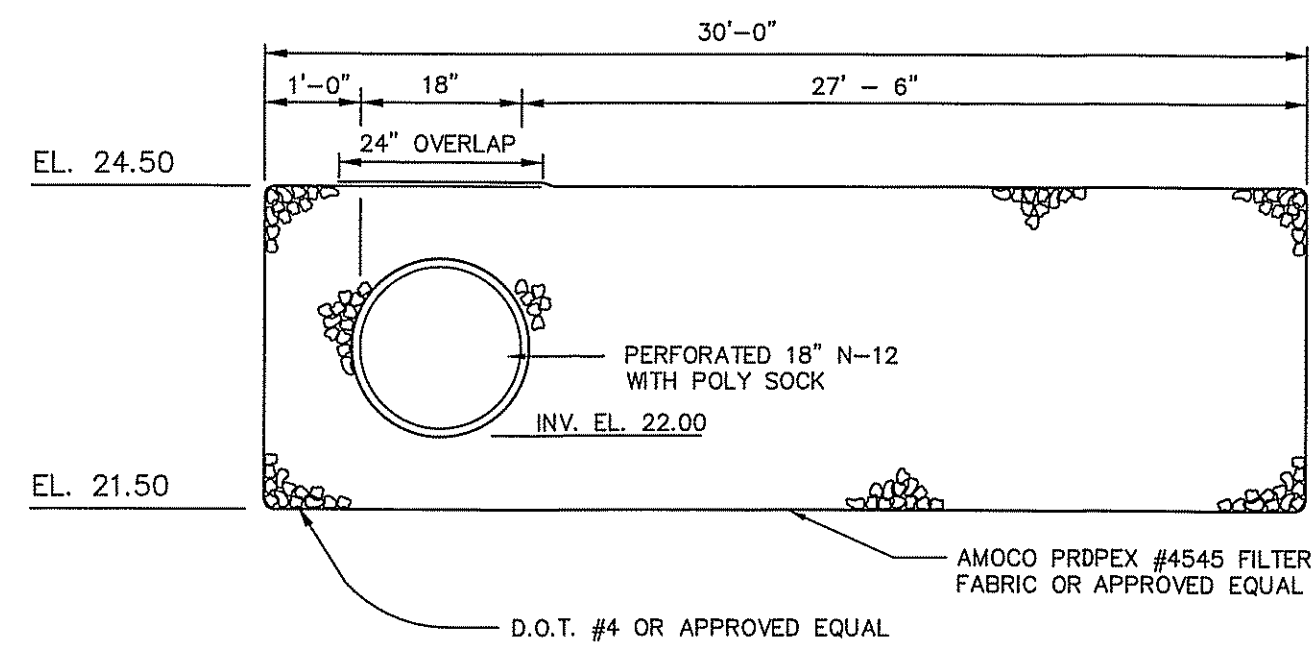


MODIFIED TYPE "E" INLET
OUTFLOW STRUCTURE



NOTES:
1. NO PIPE JOINT PERMITTED UNLESS APPROVED BY THE ENGINEER.
2. PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION.
3. PAID FOR AS CROSS DRAIN PIPE CULVERT.
4. SLOPE 4:1 MITER TO 6\"/>

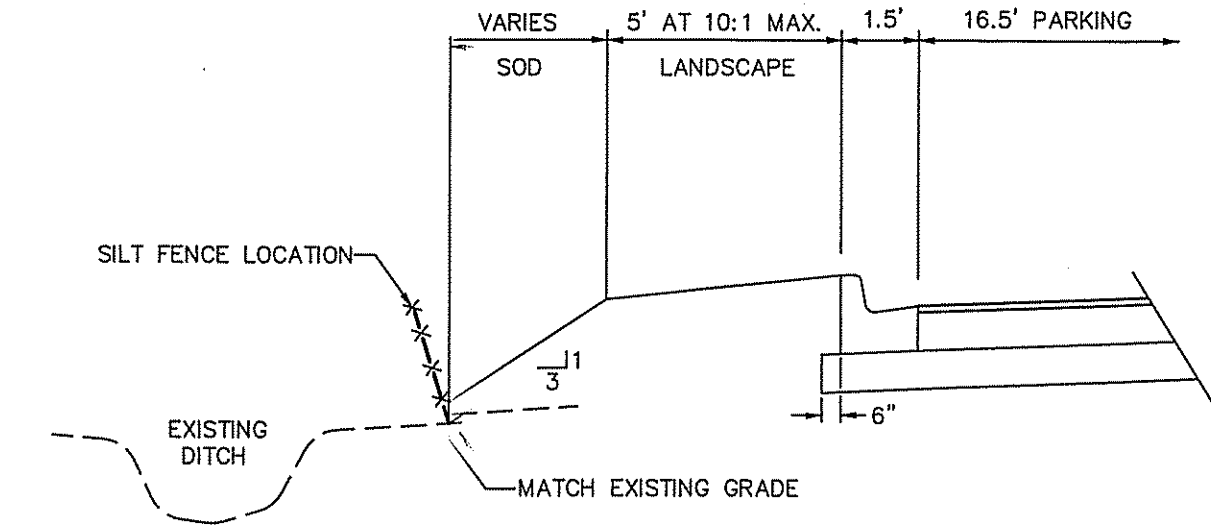
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F.D.O.T. INDEX No. 273



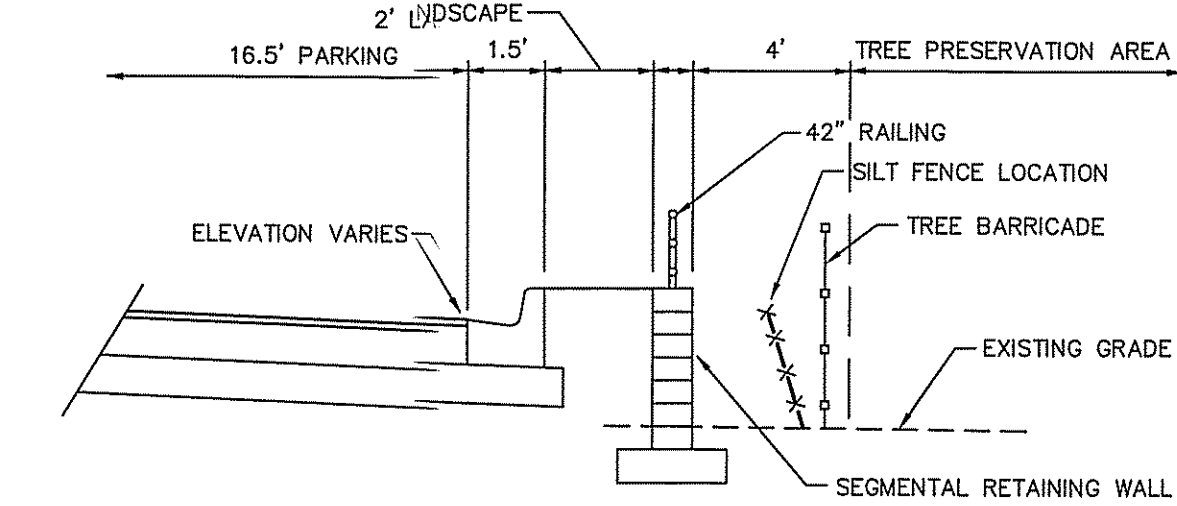
ROCK TRENCH DETAIL

OPERATION AND MAINTENANCE PROCEDURES

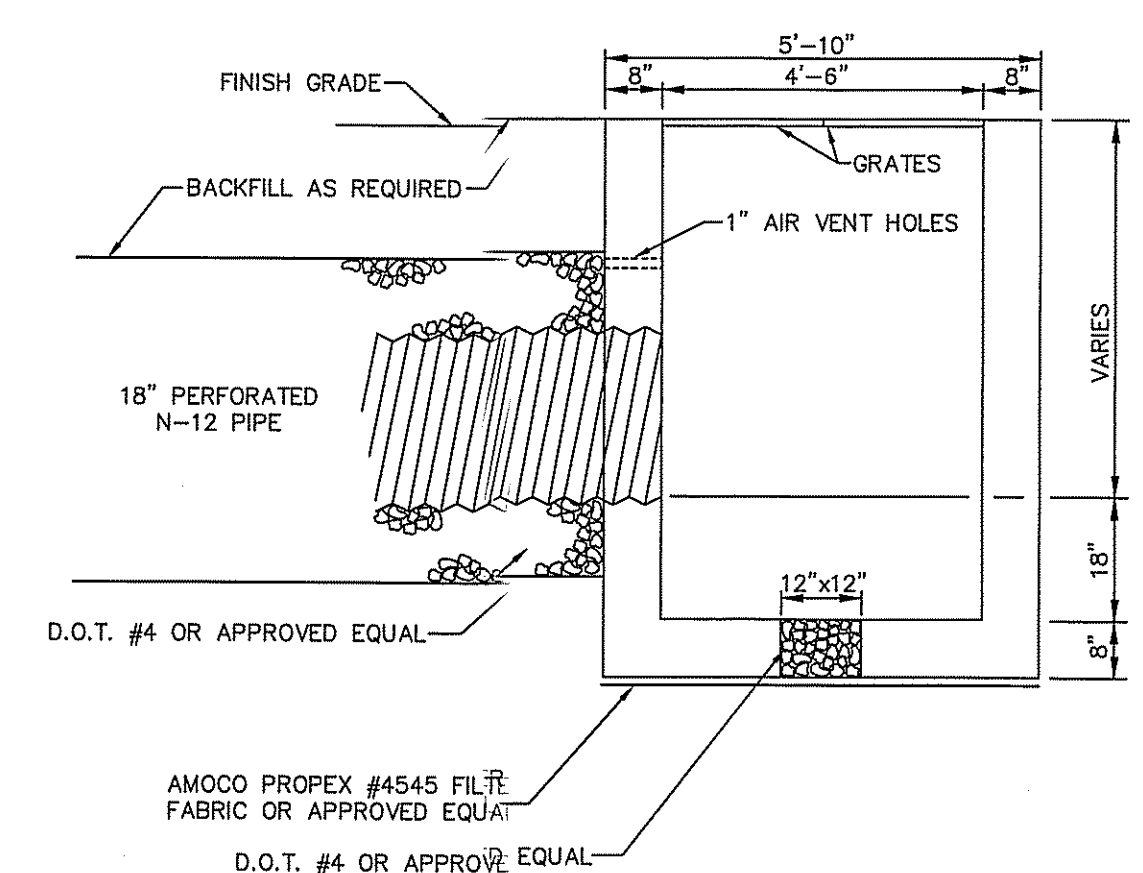
1. STORM DRAIN INLET GRATES SHALL BE CLEANED OF DEBRIS AS REQUIRED TO PREVENT CLOGGING. SEDIMENT TRAPS WITHIN INLETS SHALL BE CHECKED PERIODICALLY AND CLEANED OUT WHEN SEDIMENT DEPLETES 50% OF AVAILABLE CAPACITY. THIS CAN BE DONE MANUALLY OR BY A VACUUM PUMP.
2. EXFILTRATION SYSTEM SHALL BE INSPECTED PERIODICALLY AND FLUSHED AS REQUIRED TO MAINTAIN PERFORMANCE. OWNER WILL BE REQUIRED TO TAKE CORRECTIVE ACTION TO RESTORE SYSTEM PERFORMANCE IF SYSTEM FAILS TO RETAIN STORM RUNOFF ONSITE.
3. OUTFLOW STRUCTURE SHALL BE INSPECTED MONTHLY AND CLEANED OF ALL DEBS TO INSURE PROPER PERFORMANCE.



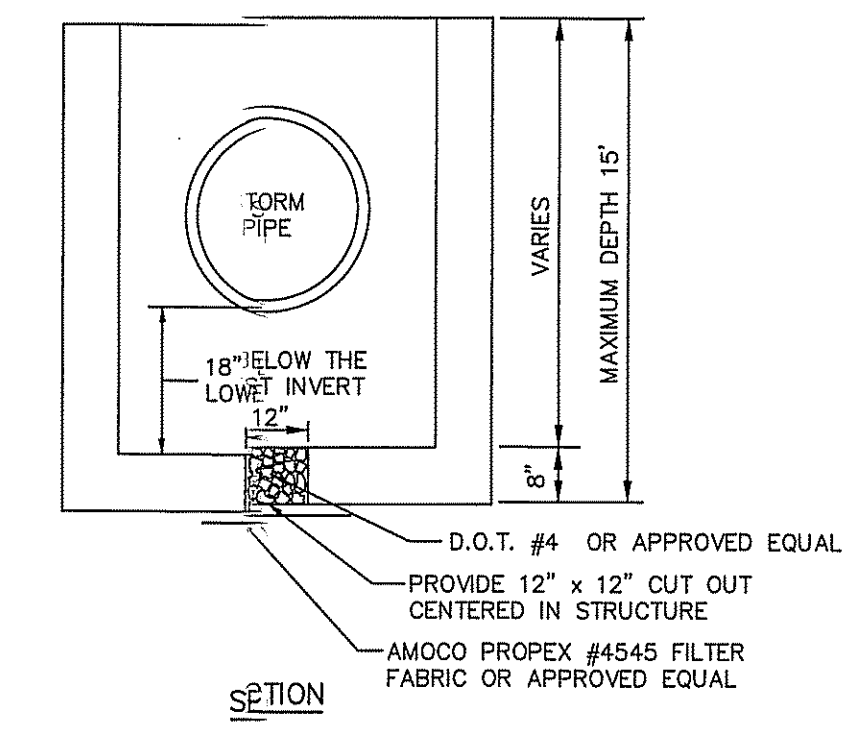
SECTION "B" - "B"



SECTION "C" - "C"



MODIFIED TYPE "E" INLET AND TRENCH



DRAINAGE STRUCTURE SUMP DETAIL

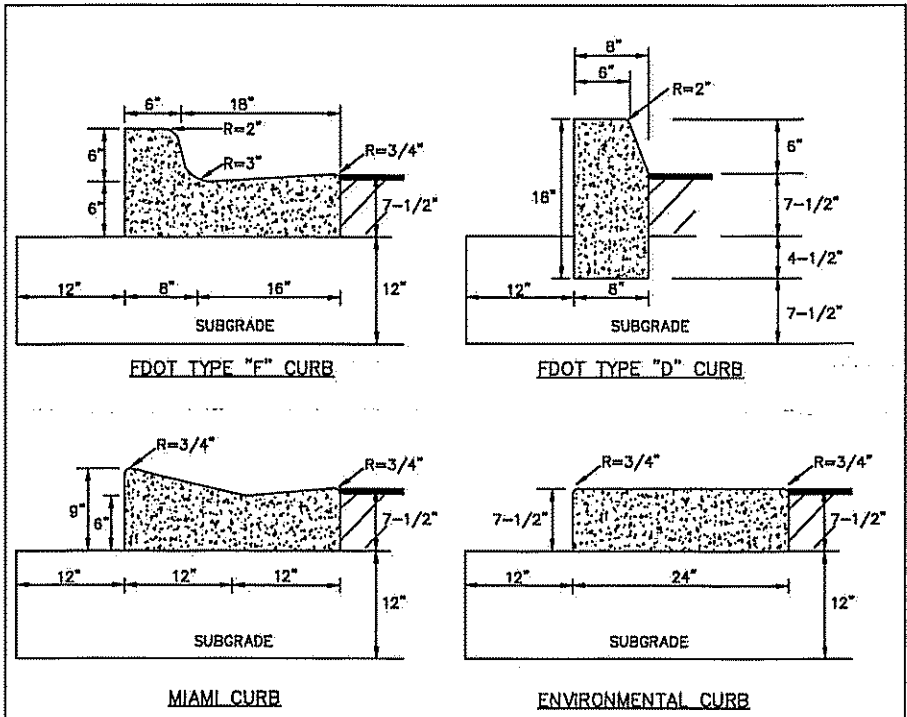
REVISION		NO.		DATE		APPR.		COMMENTS	
1		04-30-19		MSD				ADDED SILT FENCE LOCATIONS	
2		12-19-19		MSD				CITY SITE PLAN SUBMITTAL	
3		01-30-20		MSD				REVISED PER CITY COMMENTS	

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100
DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE: N.T.S.
DESIGNED: MSD
DRAWN: JAY
CHECKED: MSD
DATE: 04-25-19
BY: DATE

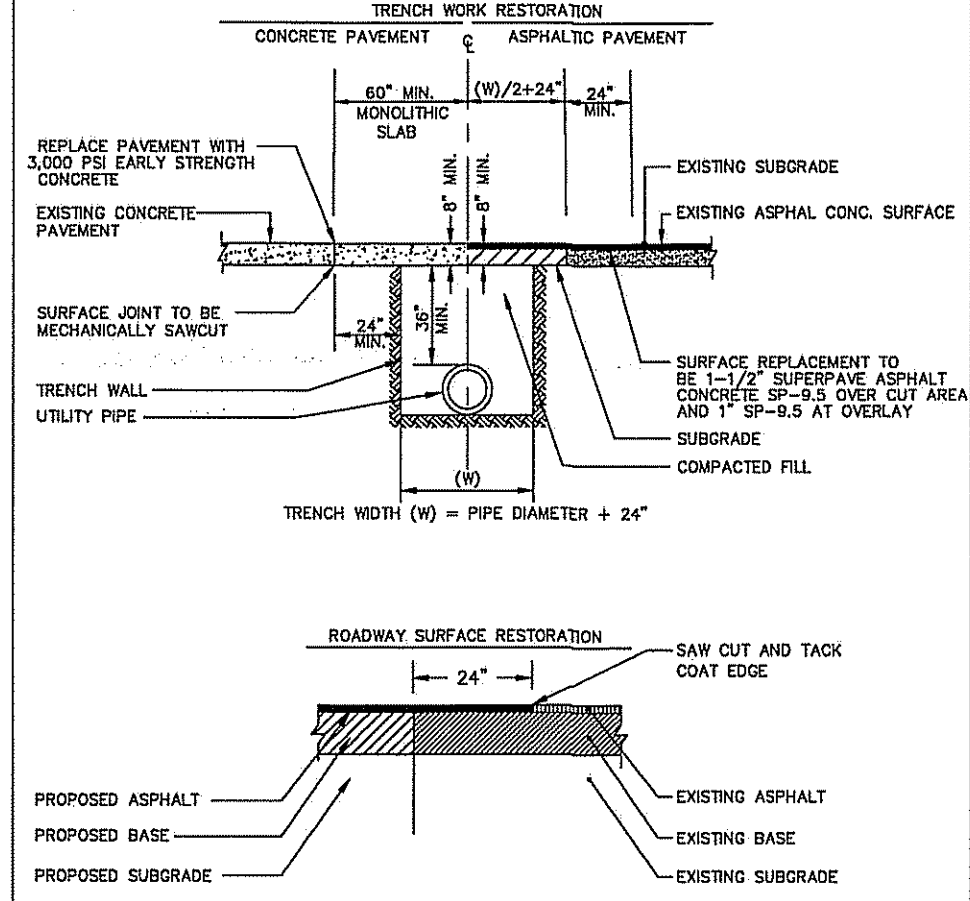
CONSTRUCTION DETAILS
PALMER COLLEGE PARKING EXPANSION
PORT ORANGE, FLORIDA

PROJECT NO.
731E
C7
731E-DET-3



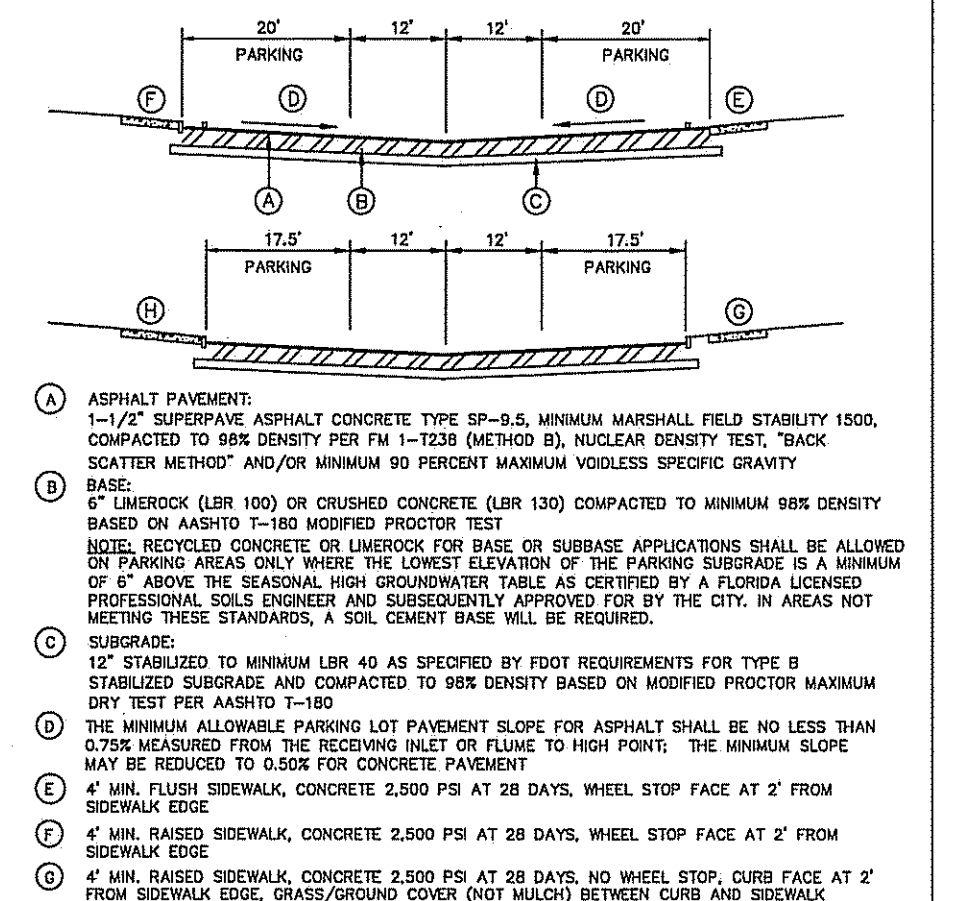
- NOTES:
1. ALL CURBS TO BE CONSTRUCTED WITH CONCRETE 3,000 PSI AT 28 DAYS.
 2. 1/2" PRE-INSTALLED EXPANSION JOINT REQUIRED EVERY 500'. CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM AND 4' MINIMUM.
 3. 1/2" PRE-INSTALLED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADII POINTS.
 4. 12" (MIN.) SUBGRADE TO BE STABILIZED TO A MINIMUM LBR 40 AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST.
 5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
 6. HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT (EXTENDED CURBS) ARE NOT PERMITTED.
 7. ALL ASPHALT AND/OR PAVEMENT DRIVEWAY APRONS LOCATED IN PUBLIC R/W SHALL INCLUDE CURBING.

FILE NAME: ST1.DWG
DETAIL REF: R-11
REV. 12/18



- NOTES:
1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/IDS AND VALVE BOXES/IDS, AND SIMILAR APPURTENANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.
 2. REPLACEMENT BASE MATERIAL TO BE UNBROKEN OR RECYCLED CONCRETE. BASE AND ANY SUBBASE TO BE COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST.
 3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.

FILE NAME: R13.DWG
DETAIL REF: R-13
REV. 12/18



- NOTES:
1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S ENGINEER AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT.
 2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE.

FILE NAME: R15.DWG
DETAIL REF: R-15
REV. 12/18

- ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRE IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE:
 - A. CLASS III (MIN.) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C76, C55, C506 AND C507. ALL RCP JOINTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS STEEL BANDS. GASKETS ALONE ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
 - B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH-DENSITY POLYETHYLENE (HDPE), UP TO 30" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 30" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - D. CORRUGATED, SMOOTH INTERIOR WALL, PVC, UP TO 30" DIAMETER, IN ACCORDANCE WITH ASTM F493. ALL JOINTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING 50826 TO 50835 PVC IN ACCORDANCE WITH ASTM D-3034.
 3. DEPTH OF COVER MEASURED TO TOP OF PIPE (NOT INCLUDING THE BELLOJOINT) SHALL BE A MINIMUM OF 12". DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
 4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25-YEAR, 24-HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS PERFORMED BY THE OWNER.
 5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN CONFORMANCE WITH FOOT DRAINAGE INDEX 200. CAST-IN-PLACE STRUCTURES SHALL HAVE 6" THICK WALLS AND PRECAST STRUCTURES SHALL HAVE 6" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS-BUILT DRAWINGS.
 6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3' PER SECOND USING MANNING'S "N" CORRESPONDING TO THE PIPE MATERIAL.
 7. FOR SITE PLANS, STORM INLET SPACING SHALL BE DESIGNED TO ACCEPT 100% OF THE RUNOFF FROM A RAINFALL INTENSITY OF 4" PER HOUR WITHOUT RESULTING IN FLOODING OF WATER AROUND THE INLET.
 8. FOR SUBDIVISION PLANS, STORM INLET SPACING, WITH PIPES 15" IN DIAMETER OR LARGER, SHALL BE DESIGNED WITH THE MINIMUM DISTANCE OF 300' BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES. FOR ROADWAY SECTIONS HAVING CURB AND GUTTER AND DESIGN SPEEDS OF 45 MPH AND LESS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF 4" PER HOUR SHALL NOT EXCEED ONE-HALF (1/2) OF THE TRAVEL LANE ADJACENT TO THE GUTTER.
 9. RETENTION AREA WATER DEPTHS SHALL BE A MINIMUM TO 12" MAXIMUM, MEASURED FROM THE NORMAL WATER LEVEL.

FILE NAME: ST1.DWG
DETAIL REF: ST-1
REV. 12/18

10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW POND SHALL BE 4:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT BELOW THE WATER TABLE (WHERE SHARPER SLOPES ARE PERMISSIBLE).
11. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM MAINTENANCE EASEMENT WIDTH OF 20' CENTERED OVER INFRASTRUCTURE, AND SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS FOR UNSEWERED TRENCH COMPLIANCE.
12. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
13. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
14. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE RESTRICTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING ON OR AS CURRENT FIRMING CONDITIONS IF DRAINAGE IS NOT REQUIRED.
15. POND INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE. SKIMMERS FOR WET POND SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR POND, THE SKIMMER BOTTOM SHALL BE 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS AND ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVEL, CLEAR ANNUAL SEASONAL HIGH-WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100-YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
17. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100-YEAR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
18. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER LEVEL ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE CULVERT WATER MONITORING DURING THE POND EXCAVATION.
19. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE CITY'S ENGINEER AND THE DEVELOPER'S LICENSED SOIL ENGINEER, SHALL BE EMPLOYED DURING CONSTRUCTION.
20. A 10' MAINTENANCE EASEMENT RIGHTS-OF-WAY SHALL BE REQUIRED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO A BODY OF LAKE, APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
21. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY/ALL DRAINAGE PERMITS THAT MAY BE REQUIRED.
22. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE SHADOWN AND NOTES PERMITS AT THE CONSTRUCTION SITE AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
23. LANDSCAPE PLANS SHALL CLEARLY INDICATE THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE (PRIOR TO EVALUATE POTENTIAL CONFLICTS).

FILE NAME: ST1.DWG
DETAIL REF: ST-1.1
REV. 12/18

25. NEW OR RELOCATED UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSINGS/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

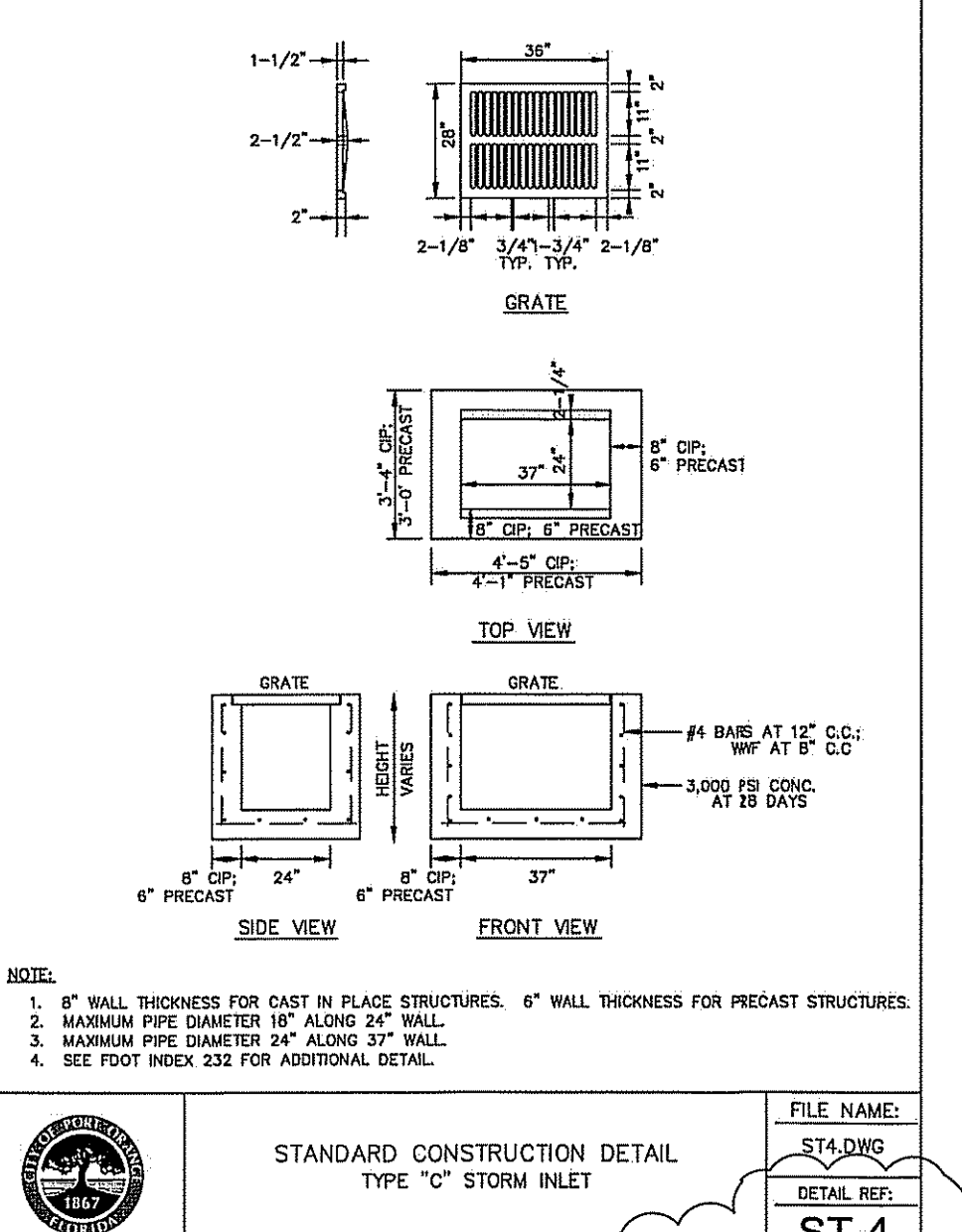
	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
STORM GRAVITY	UNDER WATER 12"		UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12"	OVER STORM GRAVITY 6"		OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
RECLAIM	UNDER WATER 12"	UNDER STORM GRAVITY 6"	UNDER STORM FORCE 6"		UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"		OVER SANITARY FORCE 12"
SANITARY FORCE	UNDER WATER 12"	UNDER STORM GRAVITY 6"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	

FILE NAME: ST1.DWG
DETAIL REF: ST-1.2
REV. 12/18

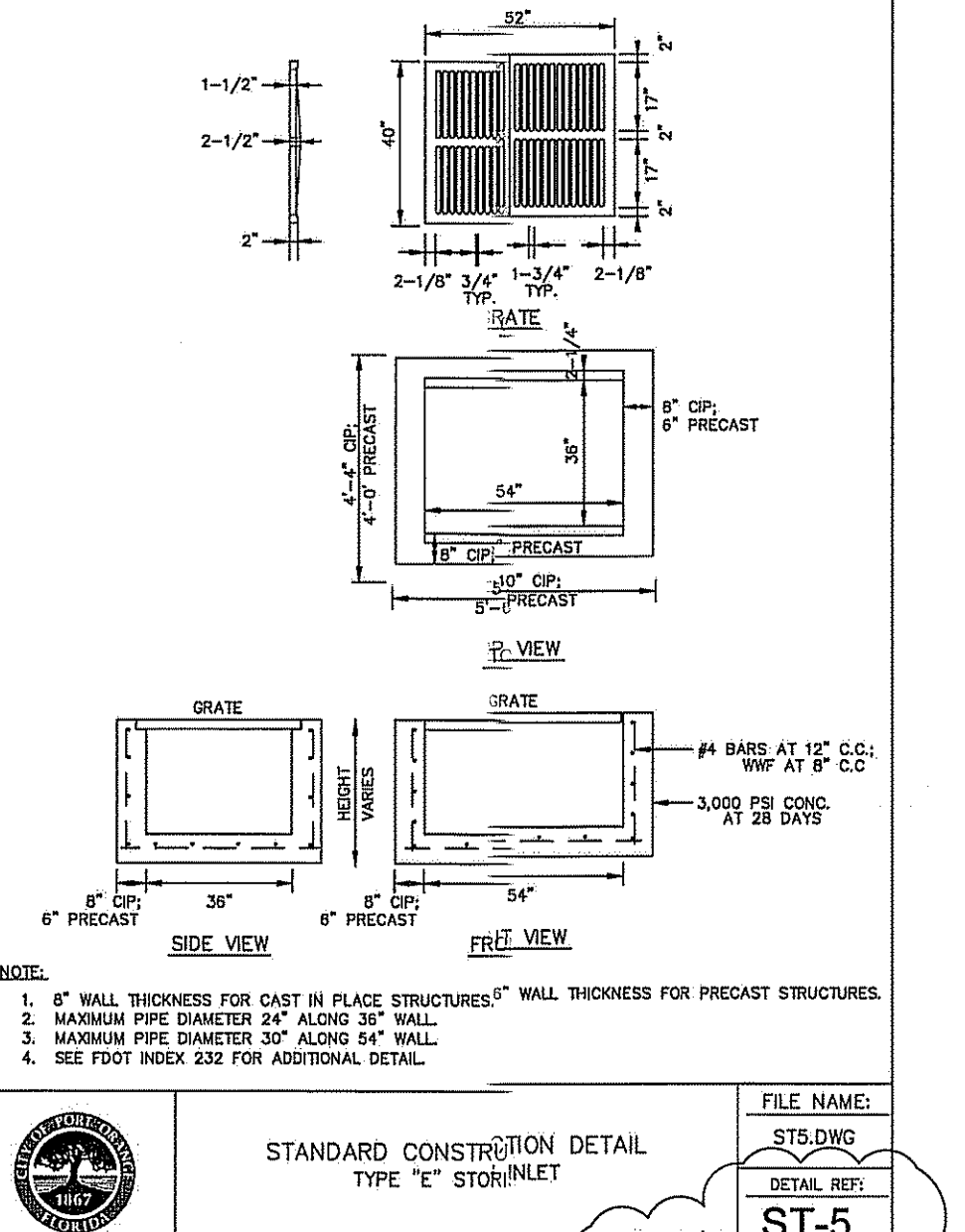
26. NEW OR RELOCATED UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		3'	3'	3'	PREFERRED 10'	PREFERRED 10'
STORM GRAVITY	3'		3'	3'	PREFERRED 10'	PREFERRED 10'
STORM FORCE	3'	3'		3'	PREFERRED 10'	PREFERRED 10'
RECLAIM	3'	3'	3'		PREFERRED 10'	PREFERRED 10'
SANITARY GRAVITY	6'	PREFERRED 10'	6'	PREFERRED 10'		PREFERRED 10'
SANITARY FORCE	6'	PREFERRED 10'	6'	PREFERRED 10'	6'	

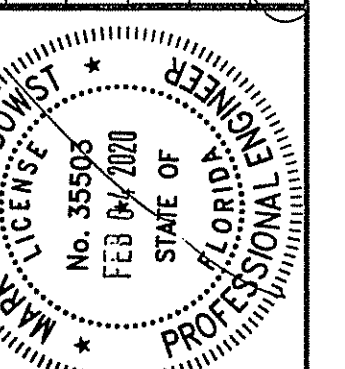
FILE NAME: ST1.DWG
DETAIL REF: ST-1.3
REV. 12/18



FILE NAME: ST4.DWG
DETAIL REF: ST-4
REV. 12/18



FILE NAME: ST5.DWG
DETAIL REF: ST-5
REV. 12/18



MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
536 N. HALIFAX AVENUE, SUITE # 100
PORT ORANGE, FLORIDA 32118
DATE 04-25-19
SCALE N.T.S.
DESIGNED N.T.S.
DRAWN CAD
CHECKED MSD
DATE 04-25-19
BY
DATE

PORT ORANGE CITY DETAILS
PALMER COLLEGE PARKING EXPANSION
PORT ORANGE, FLORIDA
PROJECT NO. 731E-CITYDET-3
C9



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (C10) Site Plan and Architecture Design for Building #4 on the Palmer College of Chiropractic Campus

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the architectural design and site plan for Building #4 on the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent of the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer Building #4 project.

SUMMARY: Palmer College of Chiropractic (Palmer) is proposing the construction of a new building (Building #4), just north of the existing stormwater pond. Palmer is located within the City Center Corporate Park Planned Commercial Development (PCD), which is generally located on the east side of City Center Parkway between the YMCA and the Dorothy L. Hukill City Center Annex.

According to the ground lease between the Port Orange Property Development, Inc. and Palmer College University Foundation, Inc, the Port Orange Property Development, Inc. has the right to review and approve all site plans and building plans for any structures, buildings or leasehold improvements proposed on the lease area.

Building #4 is proposed to be two-stories with approximately 35,507 square feet, along with an optional 12,559 square-foot section that could be built at a later date. The proposed building will consist of classrooms, labs, meeting rooms, offices, lockers, and lounge areas. As part of Building #4, site improvements such as parking lot, landscaping, utility and stormwater infrastructure, sidewalks, and a patio with outdoor seating overlooking the pond will also be constructed.

Project No.: Funding Account No.:

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Notice and outline for Special Meeting of Members and DRB	Notice for POPDI Feb 2020.pdf
2.	Staff Report	Palmer Building 4 Staff Report.pdf
3.	Exhibit A - Palmer College Preliminary Site Plan	Exhibit A - Palmer College Preliminary Site Plan Reduced.pdf
4.	Exhibit A - Palmer College Preliminary	Exhibit A - Palmer College Preliminary

	Color Elevations	Color Elevations.pdf
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Melanie Schmotzer	Created/Initiated - 2/19/2020
Tim Burman	Approved - 2/19/2020
Shannon Balmer	Approved - 2/24/2020
Jake Johansson	Approved - 2/24/2020
Robin Fenwick	Final Approval - 2/24/2020



**NOTICE OF JOINT SPECIAL MEETING
of Members, Directors and Design Review Board Of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.
1000 City Center Circle, Port Orange, Florida**

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.03, Members of the Corporation, and Article 4.04, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.**, a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, March 3, 2020, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members and Design Review Board:

1. Roll Call (all members of council)
2. Acceptance of Meeting Notice
3. **New Business:**
 - A. Site plan for the Parking Lot Expansion on Palmer College campus**
 - B. Architectural design and site plan for Building No. 4 on Palmer College campus**
4. Such other business as may be brought before the Members and Design Review Board.

DATED: February 21, 2020

/s/ Robin Fenwick for
Marilyn Ford, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Marilyn Ford, Councilmember
M. H. Johansson City Manager
Matthew J. Jones, City Attorney

**JOINT SPECIAL MEETING OF MEMBERS, DIRECTORS AND DESIGN
REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC.**

March 3, 2020

[Chairman Chase Tramont will conduct the joint meeting]

**I call the Special Meeting of the Members, Directors, and Design Review Board of
PORT ORANGE PROPERTY DEVELOPMENT, INC., to Order.**

1. **Roll Call: Members of the City Council:** Donald Burnette, Drew Bastian, Scott Stiltner, Chase Tramont, Marilyn Ford

2. **Do I have an objection to the notice of meeting?**

Hearing no objection, the notice is accepted.

3. **New Business.**

[Both items should be opened together for discussion and consideration]

A. Site Plan for Palmer Parking Lot Expansion Case No. 19-60000007.

B. Site plan for Palmer Building No. 4 including

Separate motions for each item.

Do I have a motion for the site plan for Palmer Parking Lot Expansion?

Move to approve the site plan for the expansion of the parking lot at the north end of the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer parking lot expansion project.

Second.

[Clerk takes roll]

Do I have a motion for the approval of the site plan for the architectural design and site plan for Building No. 4 on the Palmer College of Chiropractic campus?

Move to approve the architectural design and site plan for Building #4 on the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer Building #4 project.

Second.

[Clerk takes roll]

4. **Is there any further business of the Member, Directors or Design Review Board?**

There being none, this joint special meeting of the Members, Directors and the Design Review Board is adjourned.



STAFF REPORT

Design Review for Port Orange Property Development, Inc.

4777 City Center Parkway

REQUEST:

Approve the architectural design and site plan for a new building proposed on the Palmer College of Chiropractic Campus and designate the City Manager as authorized agent of the Port Orange Property Development Inc. for the purpose of executing all development related applications for the Palmer Building #4 project, subject to the requirements of the Land Development Code.

OWNER:

The Port Orange Property Development, Inc.

APPLICANTS:

Mark Dowst, P.E., and Studio 483 Architects, representing Palmer College of Chiropractic

STAFF CONTACT:

Gwen Perney, Senior Planner (386) 506-5673

**JOINT MEETING DATE
OF MEMBERS, DIRECTORS
AND DESIGN REVIEW BOARD
OF PORT ORANGE PROPERTY
DEVELOPMENT, INC.:**

March 3, 2020

INTRODUCTION

Palmer College of Chiropractic (Palmer) is proposing the construction of a new building (Building #4), just north of the existing stormwater pond. The new building is proposed to be two-stories with approximately 35,507 square feet, along with an optional 12,559 square-foot section that could be built at a later date. The proposed building will consist of classrooms, labs, meeting rooms, offices, lockers, and lounge areas. As part of the new building, site improvements such as parking lot, landscaping, utility and stormwater infrastructure, sidewalks and a patio with outdoor seating overlooking the pond will also be constructed.

Figure 1. Color rendering of northeast view of proposed Palmer College Building #4.



Palmer Building #4

Page 2

At this time Palmer, has not officially submitted the site plan and building permit for Building #4, but the Staff Development Review Committee has met with the development team and have preliminarily reviewed the site plan and building elevations (exhibit 1) for compliance with the Land Development Code (LDC and City Center Corporate Park Planned Commercial Development (PCD) Master Development Agreement (MDA).

DESIGN CRITERIA

Palmer is located within the City Center Corporate Park Planned Commercial Development (PCD), which is generally located on the east side of City Center Parkway, between the YMCA and the Dorothy L. Hukill City Center Annex. According to the ground lease between the Port Orange Property Development, Inc. and Palmer College University Foundation, Inc., the Port Orange Property Development, Inc. has the right to review and approve all site plans and building plans for any structures, buildings or leasehold improvements proposed on the lease area.

Figure 2. Color rendering of southeast view of proposed Palmer College Building #4.



The college is located within the City Center Corporate Park Planned Commercial Development (PCD) and Building #4 is identified on the PCD Conceptual Development Plan (PCD) approved in 2002. According to the Master Development Agreement (MDA) for this PCD, the new building and site shall include the following site and design elements as required by the Port Orange Land Development Code and/or the City Center Corporate Park MDA:

- Landscape buffers, irrigation, foundation plantings, and tree preservation;
- Modification of the master planned stormwater system and other drainage improvements;
- Potable water and sewer utilities;
- Parking lot, ADA requirements, driveway access and sidewalks;
- Traffic concurrency;
- The building, wall and freestanding signage, and any accessory structures shall use colors and materials, building orientation, architectural style and compatibility with surrounding structures; and

- The building and accessory structures shall be developed consistent with a common architectural theme of the campus and in compliance with the Florida Building Code (FBC).

Figure 3. Palmer College Preliminary Site Plan for Building #4.



COMPATIBILITY WITH THE DESIGN REQUIREMENTS

The proposed site improvements and building will be designed to complement the design of the campus and existing buildings on the campus and further promote a “campus atmosphere”. The exterior materials to be used on Building #4 include glass, metal clad overhangs, concrete, and steel, which are all features or materials used on the existing buildings. As for the site improvements, the site will be designed to meet all site requirements of the Port Orange Land Development Code (LDC) and City Center Corporate Park MDA, such as stormwater, water, sewer, parking, access, ADA, and landscape/irrigation.

The development applications for Building #4 are anticipated to be officially submitted in Spring 2020. According to the Land Development Code (LDC), all property owners within the boundary of a project are required to sign the development application. Palmer requests the Port Orange Property Development, Inc. approve the proposed site plan and building design and designate the City Manager as authorized agent for the purpose of executing the site plan development application and future development applications (modification to St. Johns Water Management District Permit, building permits, site plan, etc.) related to Building #4 on behalf of the Port Orange Property Development, Inc. as the property owner.

CONCLUSION

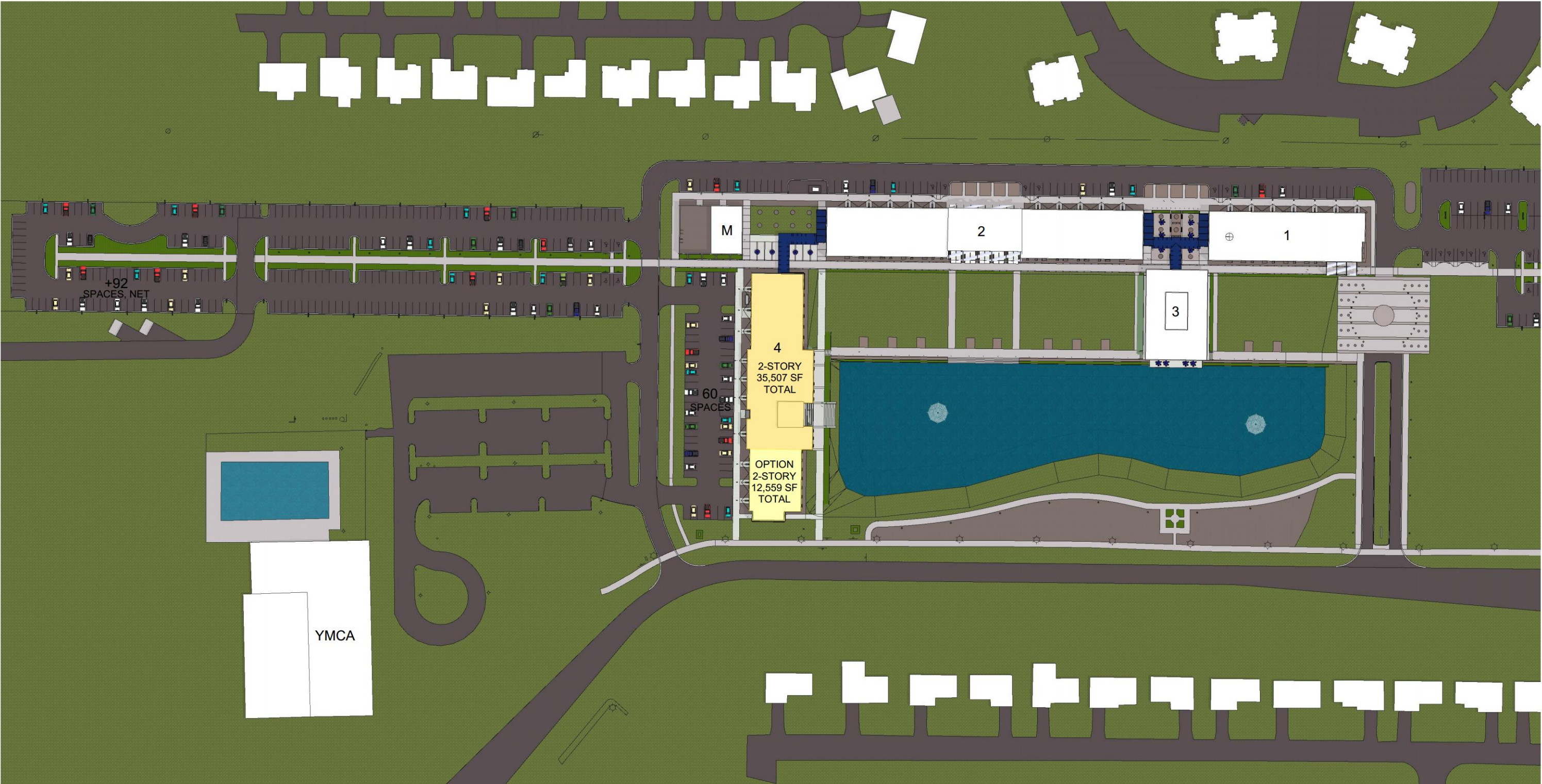
The Staff Development Review Committee (SDRC) has reviewed the preliminary site plan and building elevations in accordance with the site and architectural requirements in the Land Development Code and the City Center Corporate Park PCD

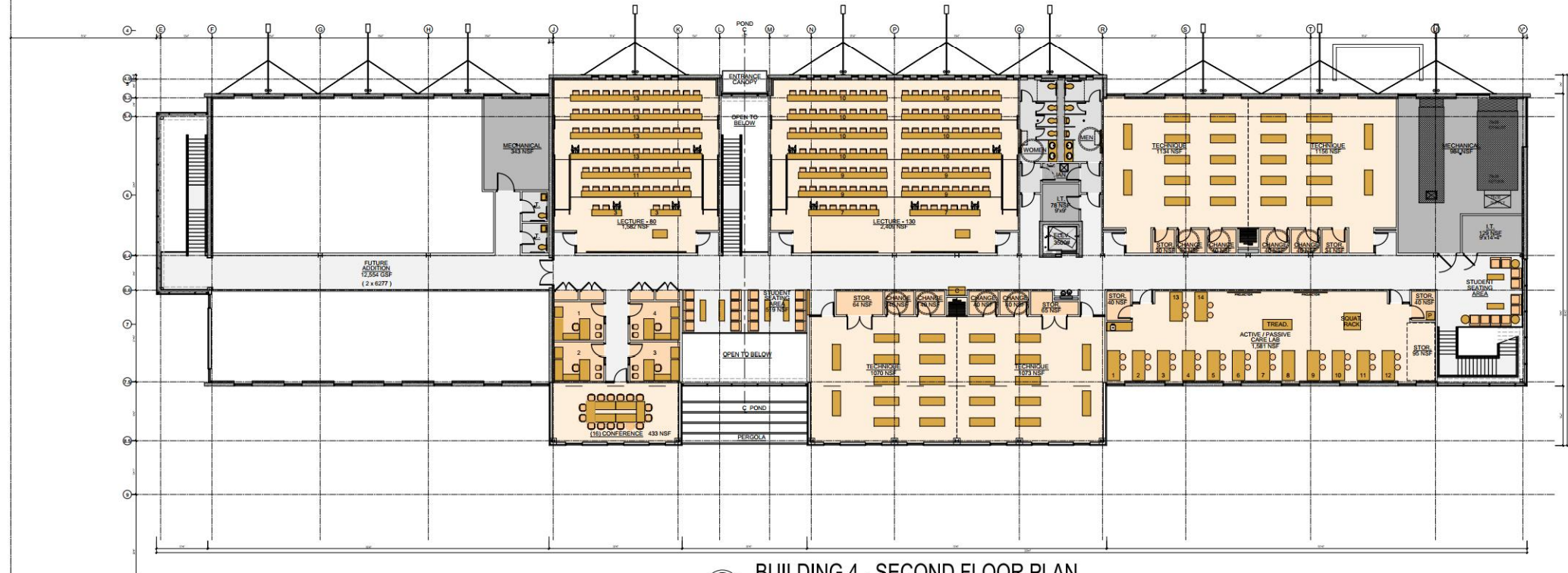
Master Development Agreement (MDA) and has determined that the preliminary site plan and proposed elevations for the new building are in compliance.

ATTACHMENT

Exhibit "A" – Preliminary Site Plan and Building Elevations/Floor Plans for Building #4

EXHIBIT "A"



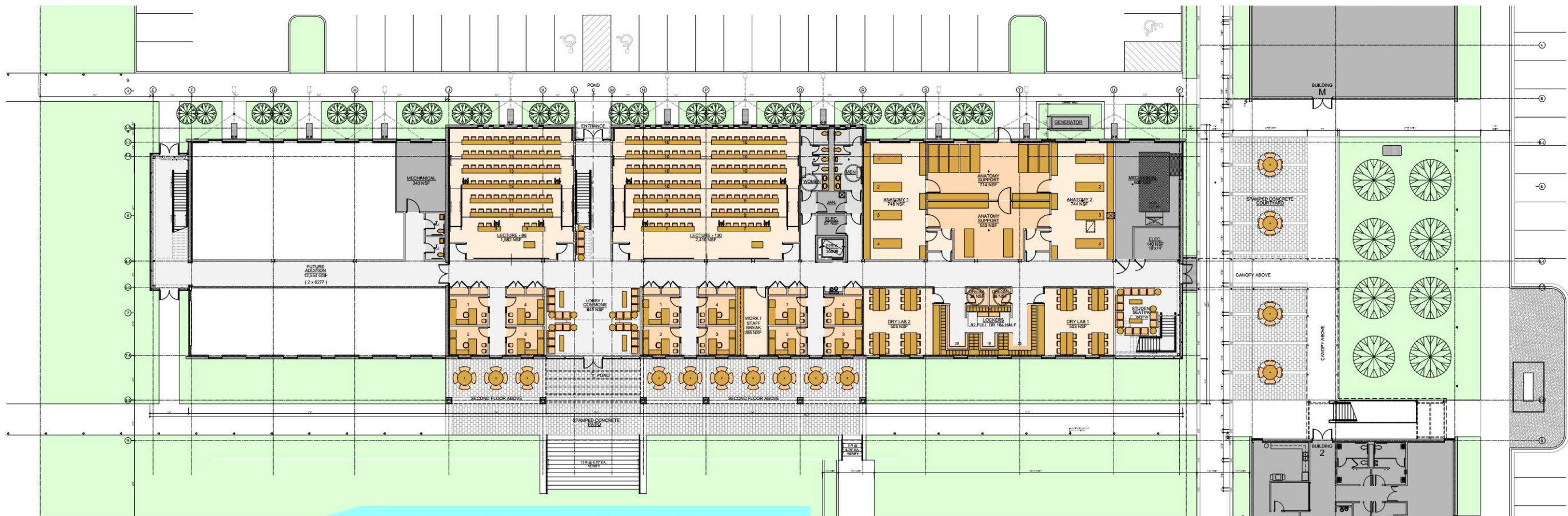


BUILDING 4 - SECOND FLOOR PLAN

SCALE 1/16" = 1'-0"

18,500 SF

TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF

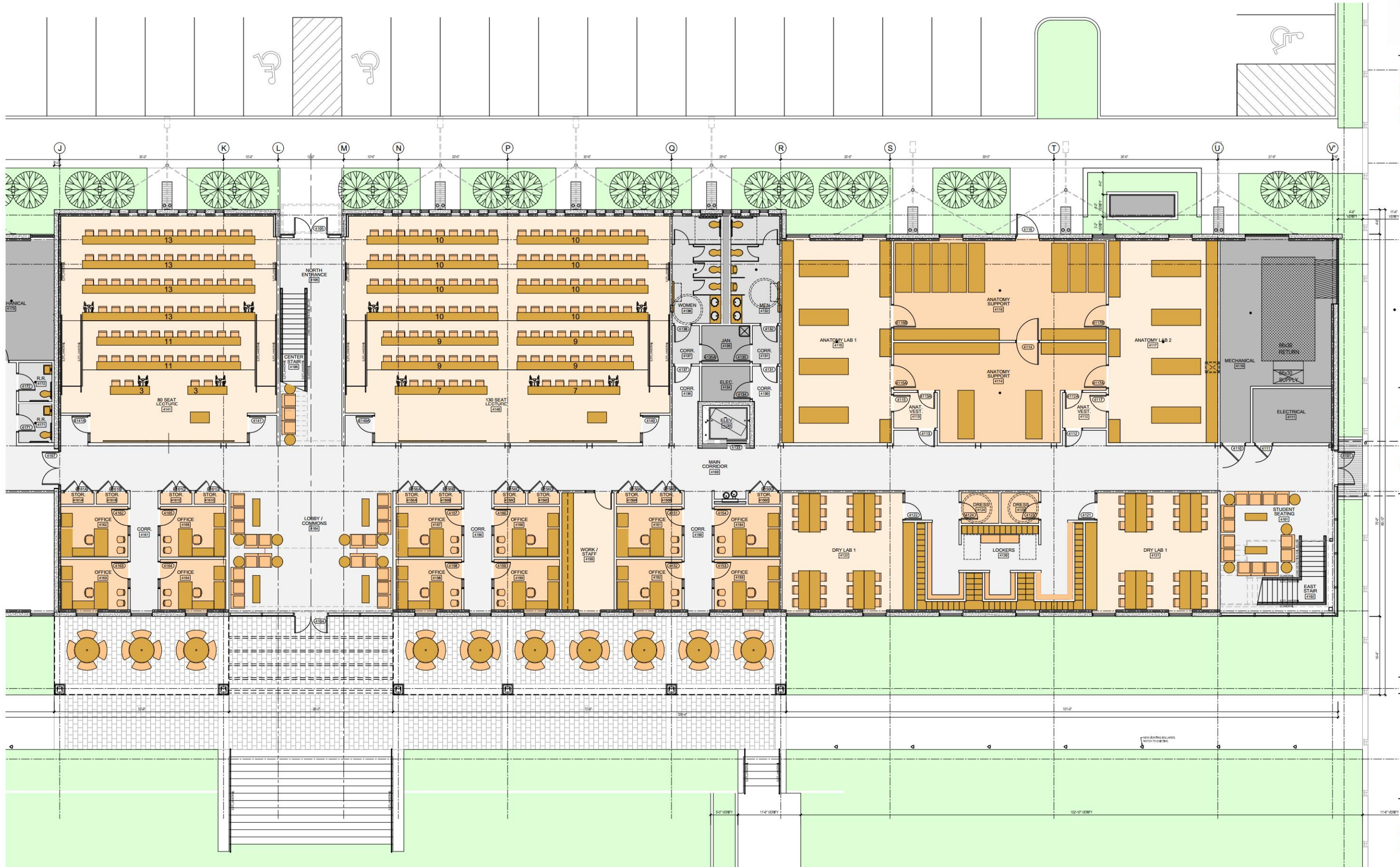


BUILDING 4 - FIRST FLOOR PLAN

SCALE 1/16" = 1'-0"

17,009 SF

TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF



BUILDING 4 - FIRST FLOOR PLAN

SCALE 1/8" = 1'-0"

17,009 SF

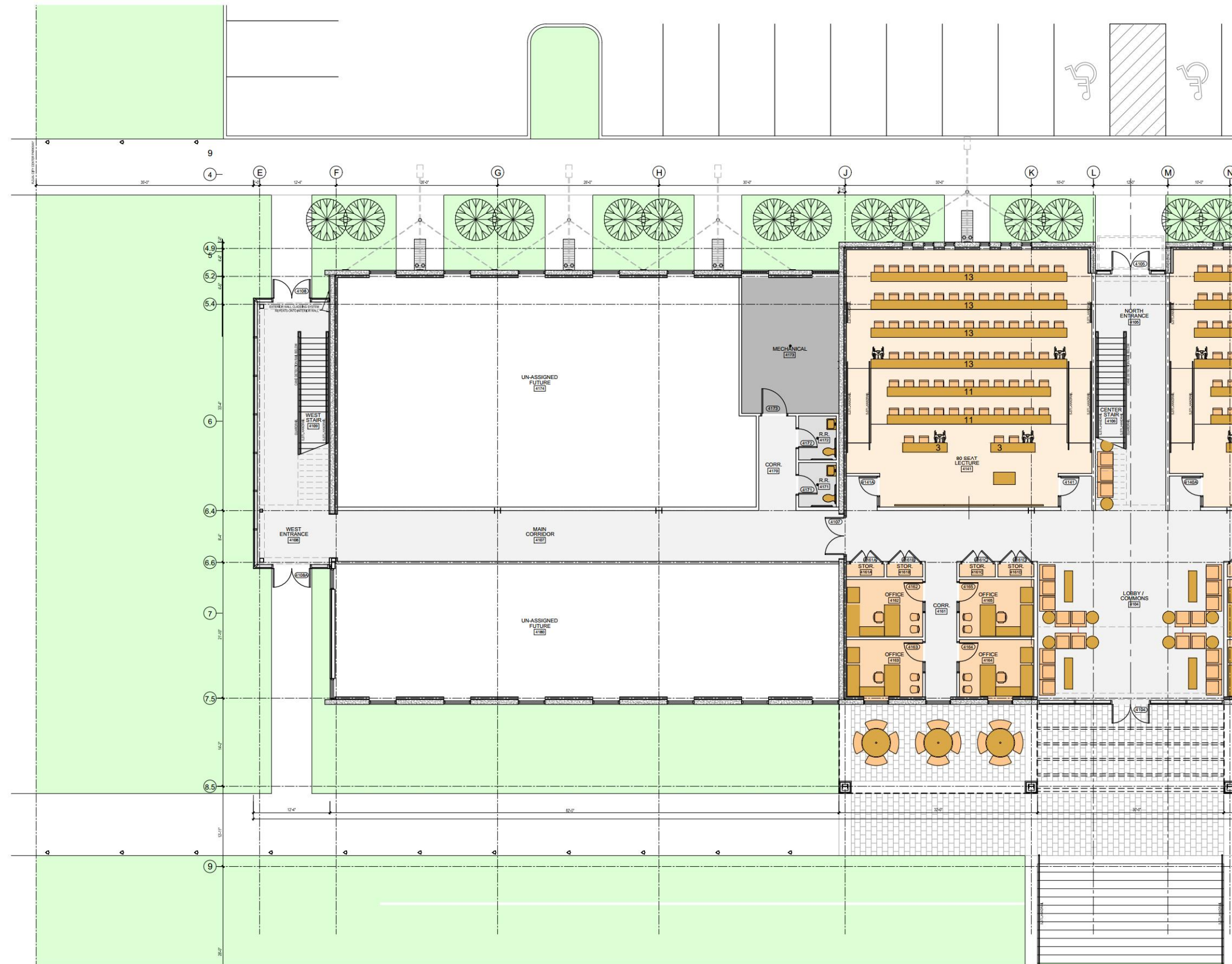
TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF



1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

PROJECT: 19002241

A 4.02



 **BUILDING 4 - FIRST FLOOR PLAN**
SCALE 1/8" = 1'-0"
+6,279 SF (ALTERNATE)
TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF

PROJECT: 19002241

A 4.03

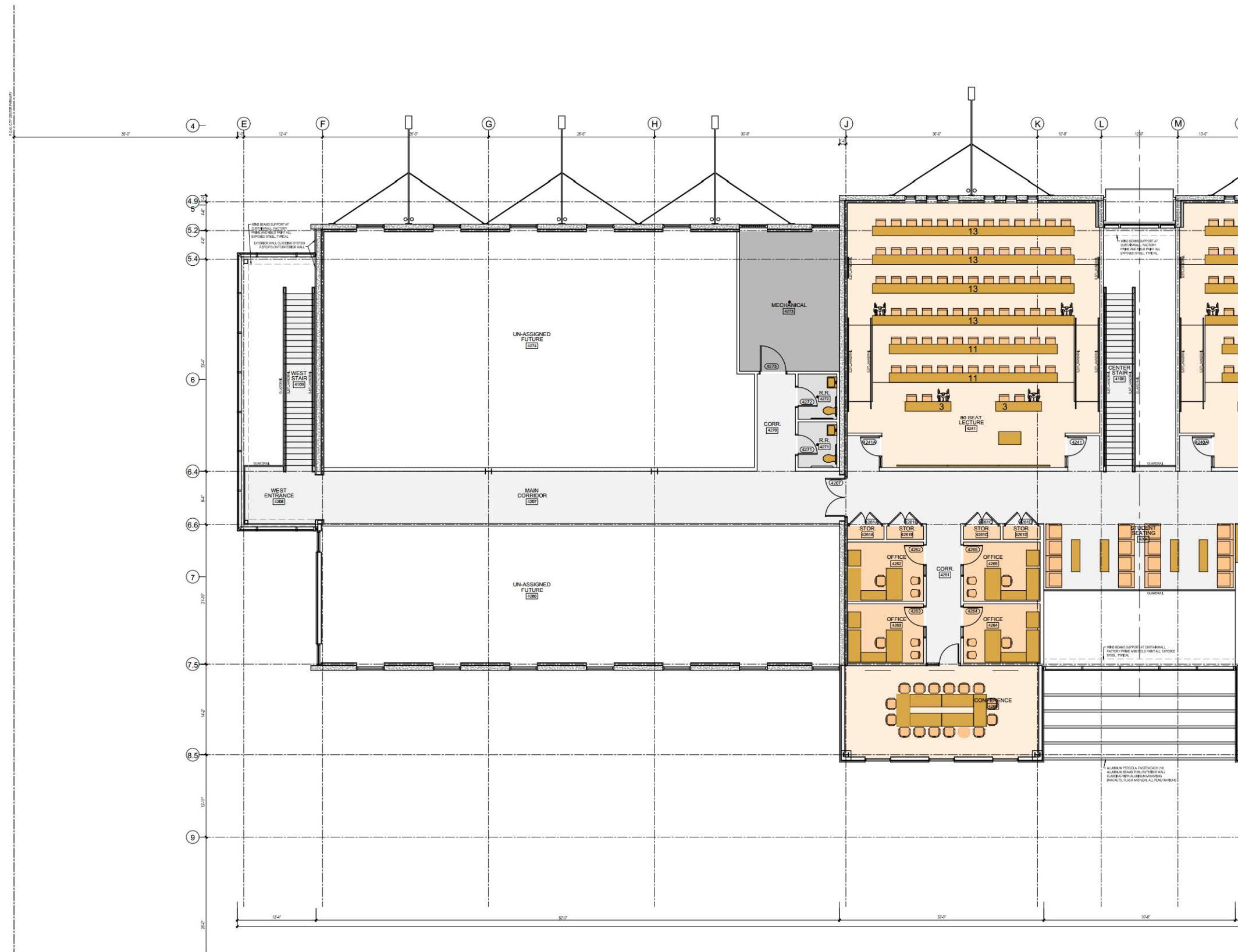
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS**
BUILDING 4
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

BUILDING 4 FLOOR PLANS

PROJECT: 19002241

A 4.04



 **BUILDING 4 - SECOND FLOOR PLAN**
SCALE 1/8" = 1'-0"
+6,279 (ALTERNATE)
TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF

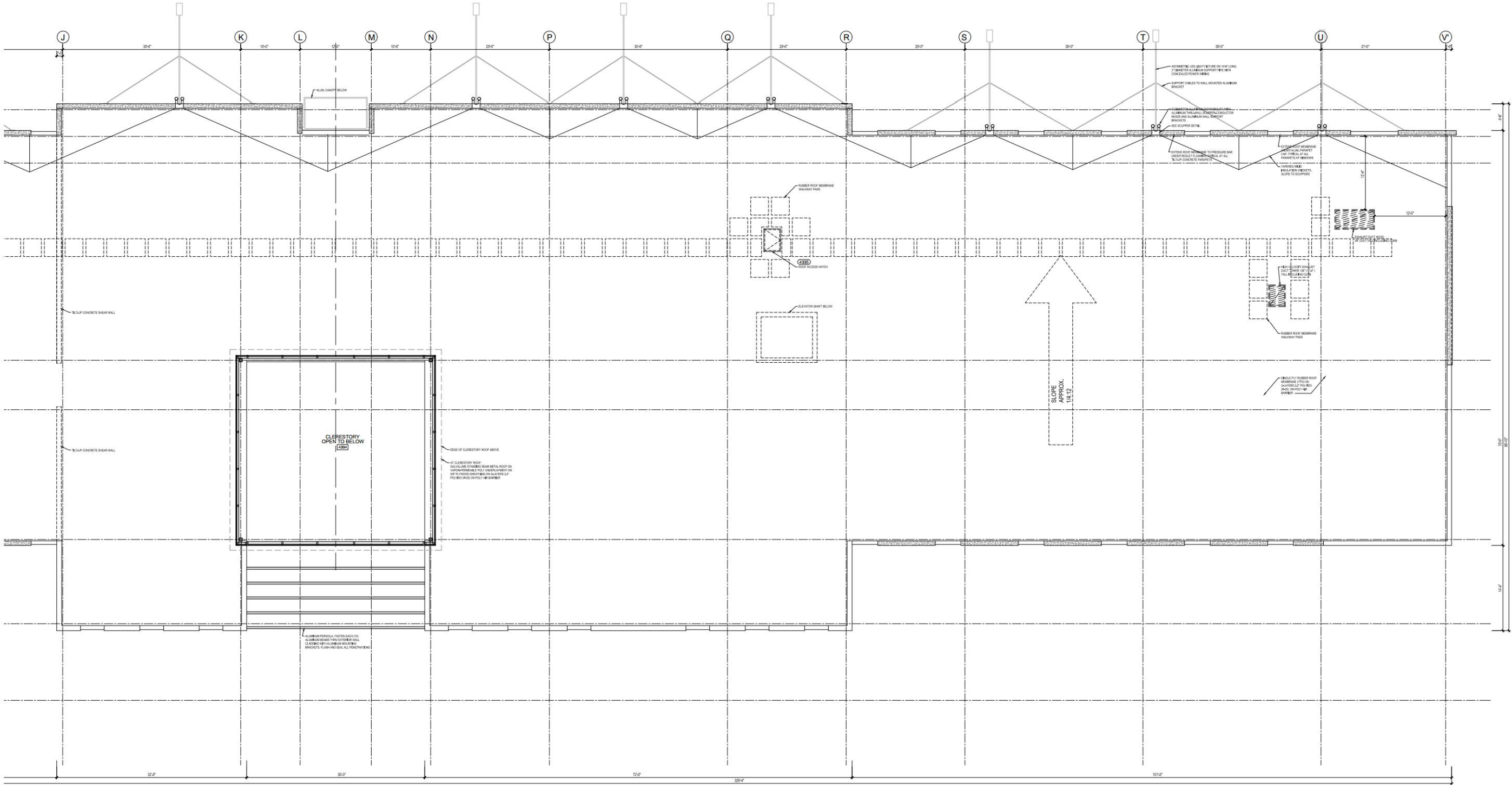
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

**BUILDING 4
FLOOR PLANS**

PROJECT: 19002241

A 4.05



BUILDING 4 - ROOF PLAN
SCALE 1/8" = 1'-0"
18,500 SF
TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF

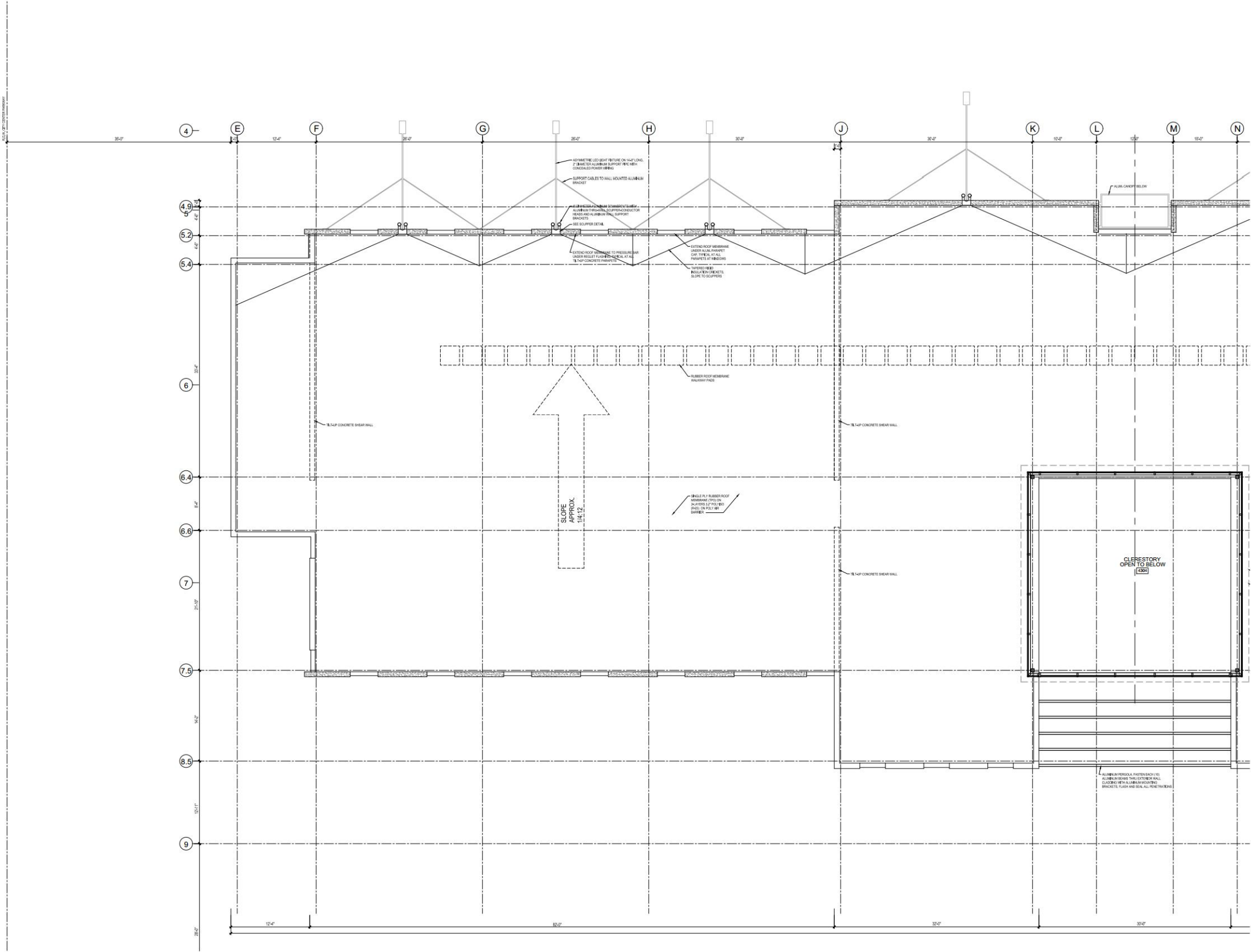
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

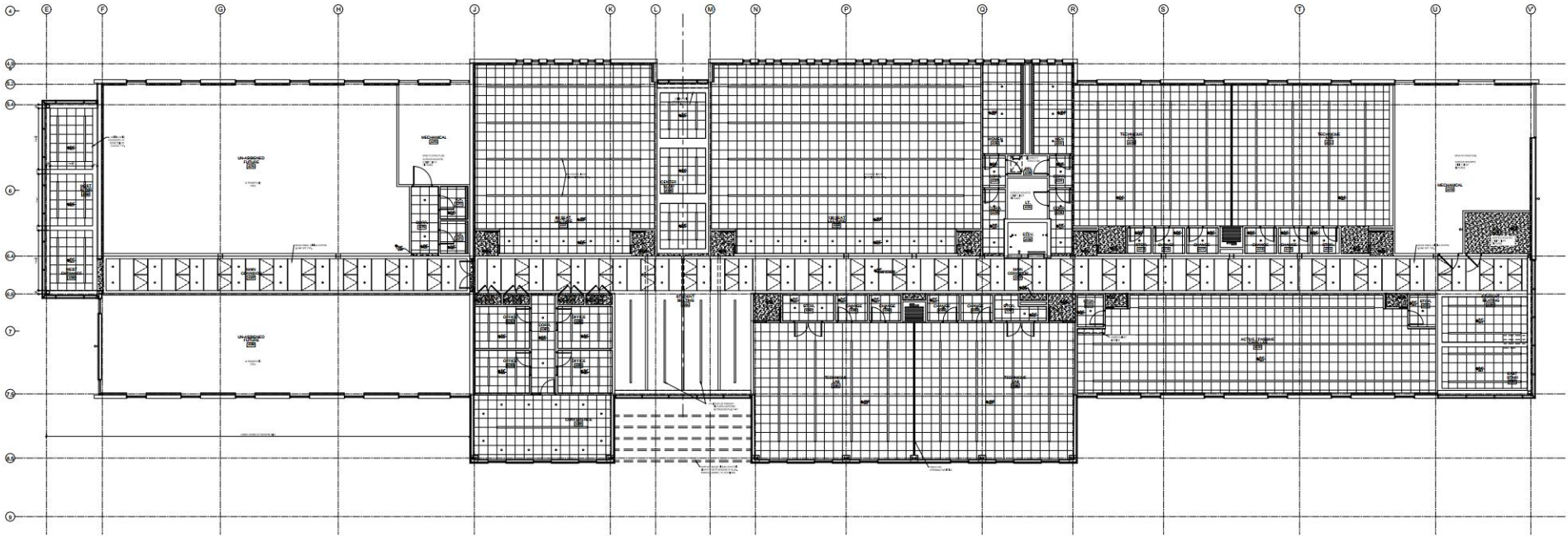
**BUILDING 4
FLOOR PLANS**

PROJECT: 19002241

A 4.06

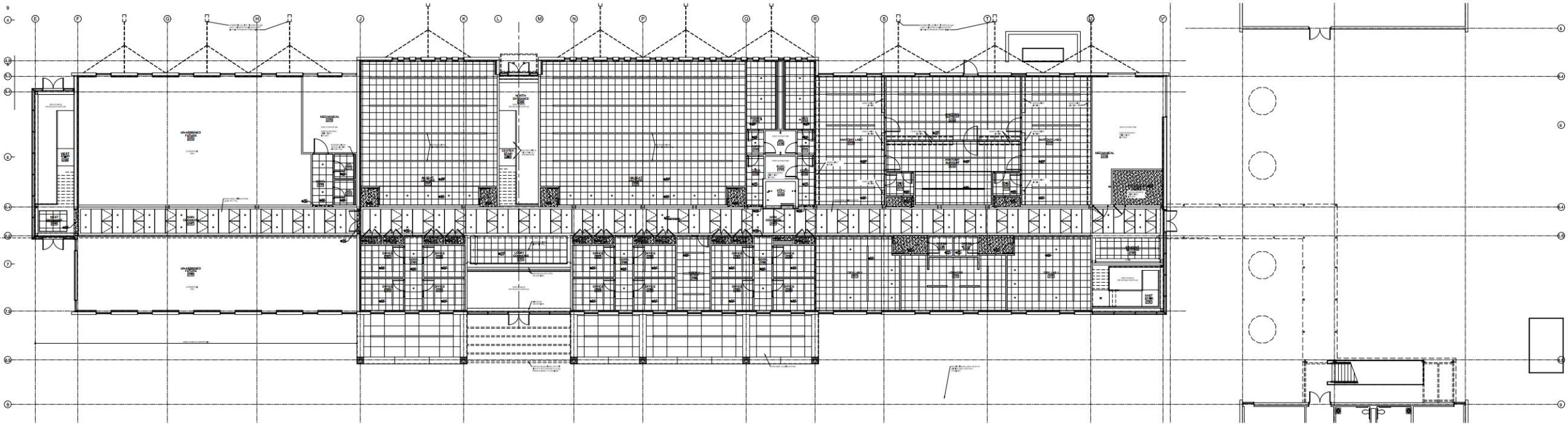


BUILDING 4 - ROOF PLAN
SCALE 1/8" = 1'-0"
+6,279 (ALTERNATE)
TOTAL AREA = 35,507 SF + 12,559 = 48,066 SF



 BUILDING 4 - SECOND FLOOR REFLECTED CEILING PLAN

**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS**
BUILDING 4
PORT ORANGE, FLORIDA



 BUILDING 4 - FIRST FLOOR REFLECTED CEILING PLAN

1	PRELIMINARY	01.28.2020
NO.	DESCRIPTION	DATE

**REFLECTED
CEILING PLAN**

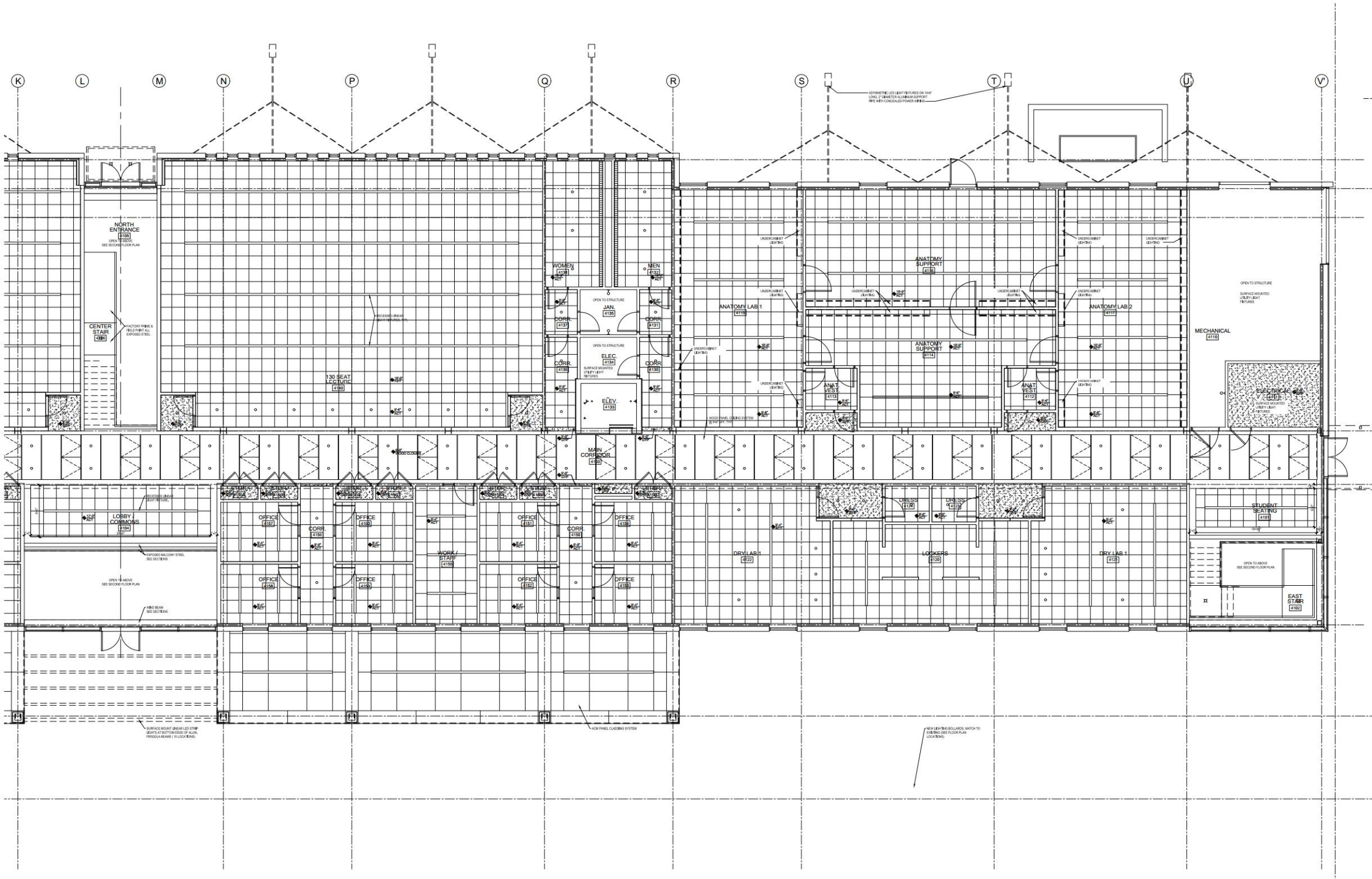
PROJECT: 19002241

**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	01.28.2020
NO.	DESCRIPTION	DATE

**REFLECTED
CEILING PLAN**

PROJECT: 19002241



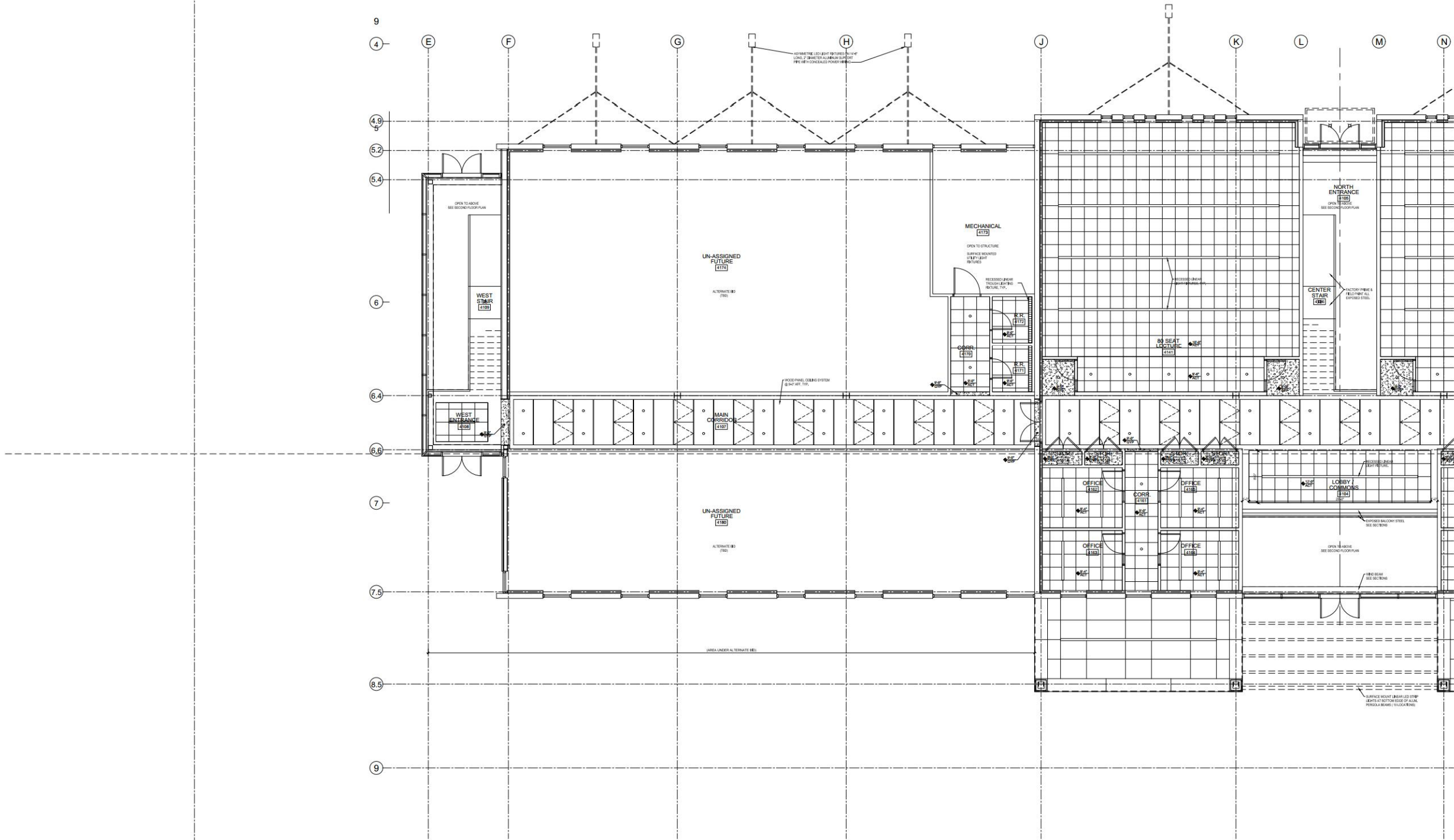
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	01.28.2020
NO.	DESCRIPTION	DATE

**REFLECTED
CEILING PLAN**

PROJECT: 19002241

A 1.22



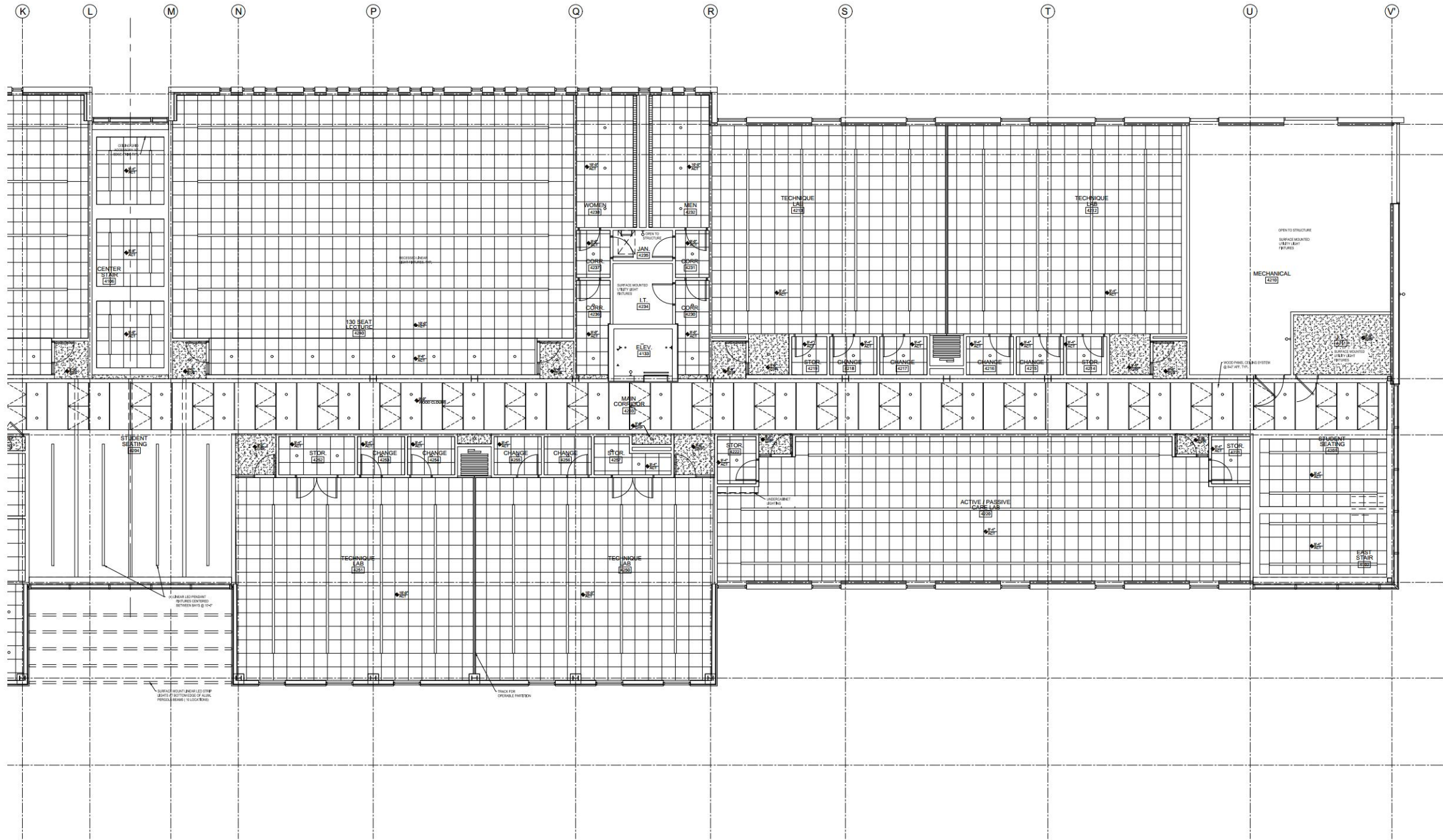
BUILDING 4 - FIRST FLOOR REFLECTED CEILING PLAN

**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS**
BUILDING 4
PORT ORANGE, FLORIDA

1	PRELIMINARY	01.28.2020
NO.	DESCRIPTION	DATE

**REFLECTED
CEILING PLAN**

PROJECT: 19002241



BUILDING 4 -SECOND FLOOR REFLECTED CEILING PLAN

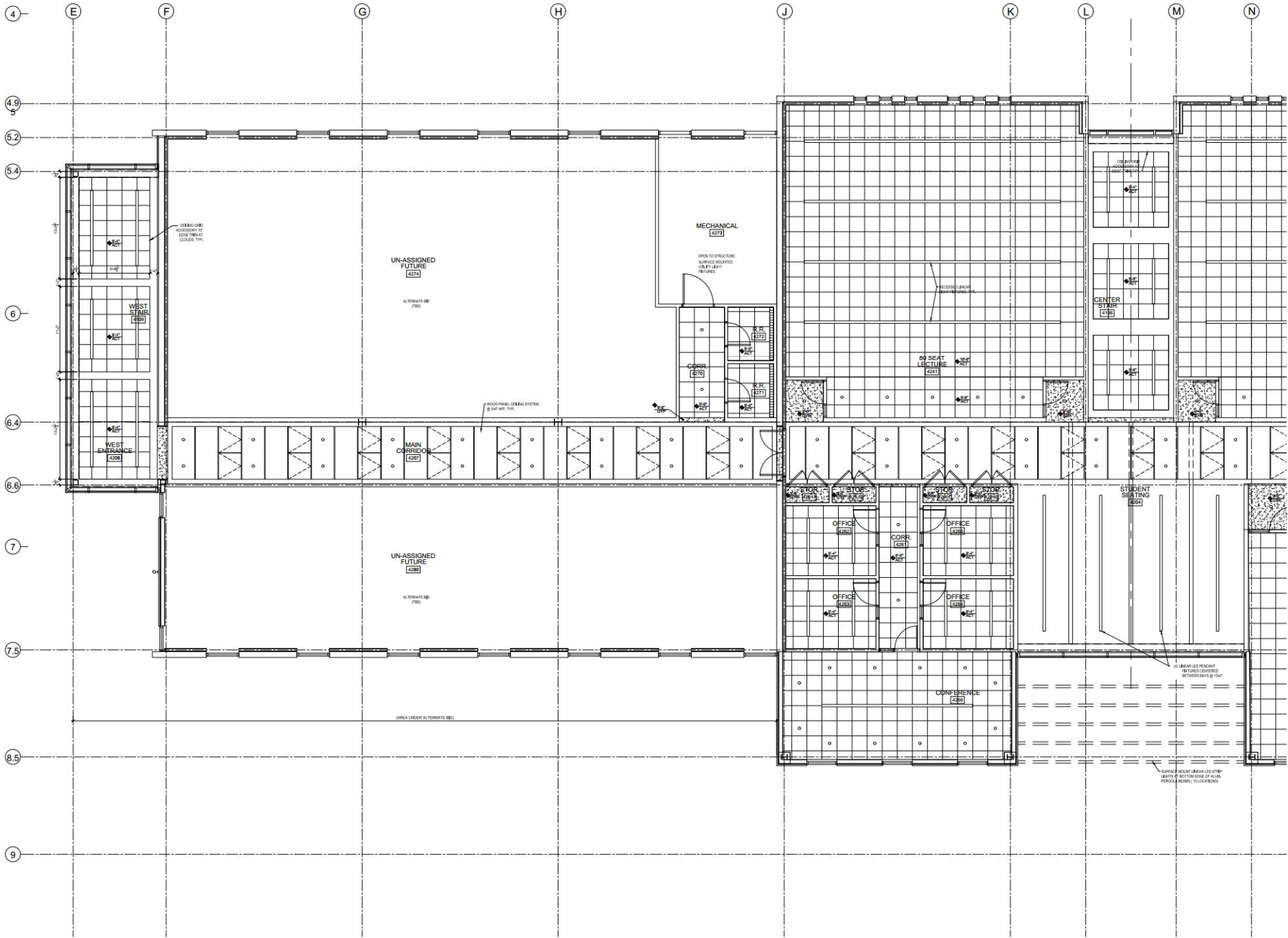
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	01.28.2020
NO.	DESCRIPTION	DATE

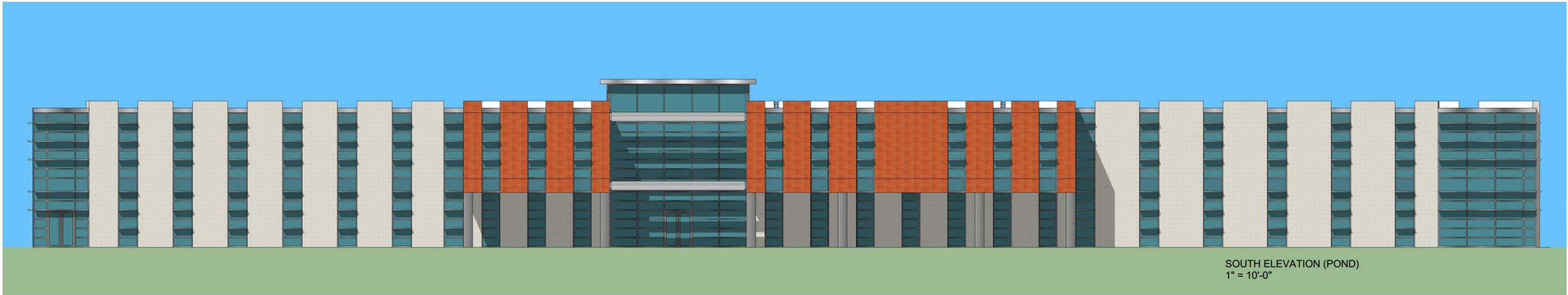
**REFLECTED
CEILING PLAN**

PROJECT: 19002241

A 1.24



BUILDING 4 -SECOND FLOOR REFLECTED CEILING PLAN



PALMER COLLEGE OF
CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4
STUDIO 483 ARCHITECTS
02.05.2020

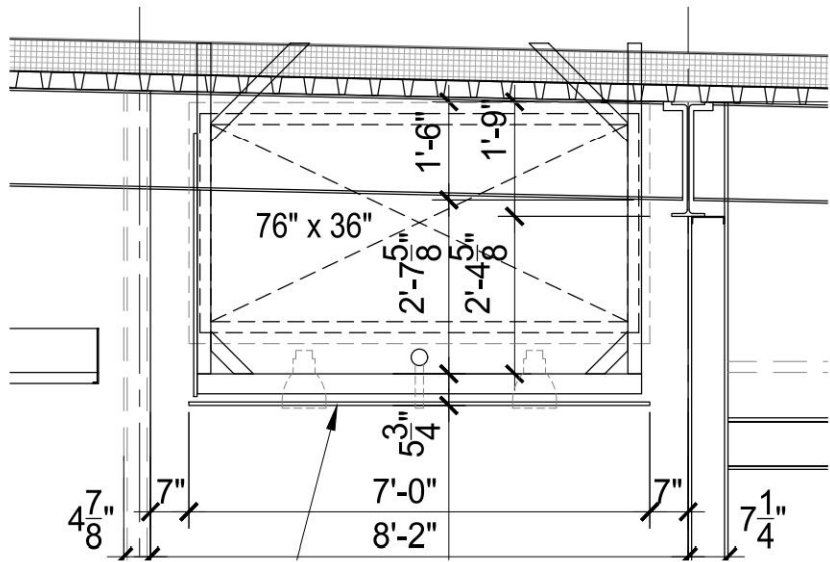
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

**BUILDING 4
SECTION**

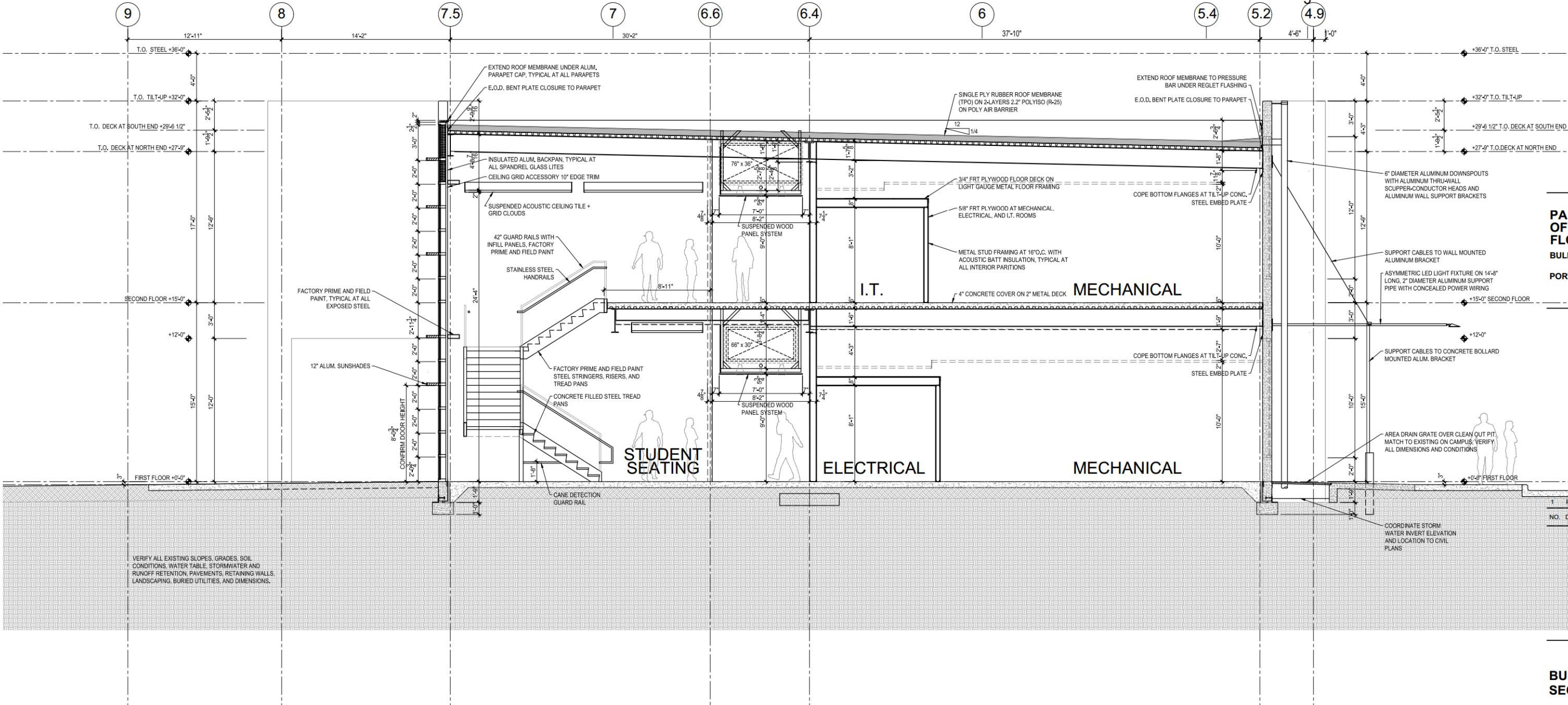
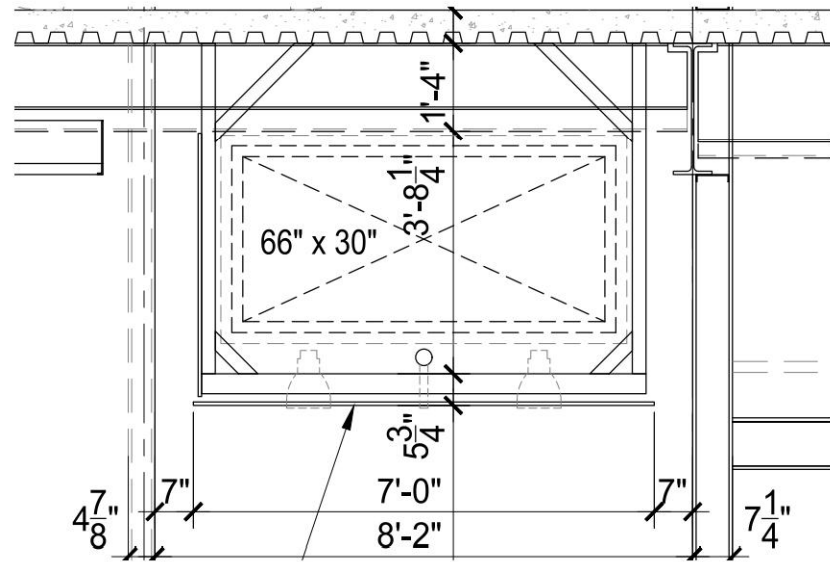
PROJECT: 19002241

A 2.51



DETAIL 1
SCALE 3/4" = 1'-0"

DETAIL 2
SCALE 3/4" = 1'-0"



BUILDING 4 - BUILDING SECTION A-A
SCALE 1/4" = 1'-0"

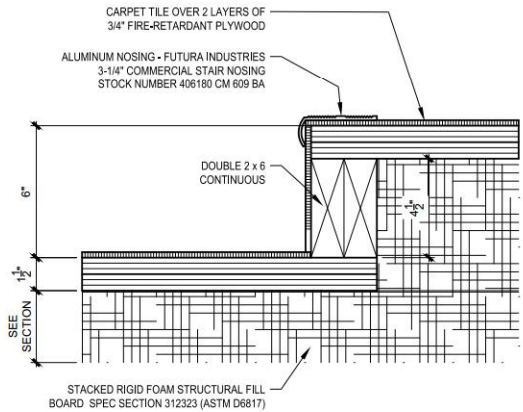
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

**BUILDING 4
SECTION**

PROJECT: 19002241

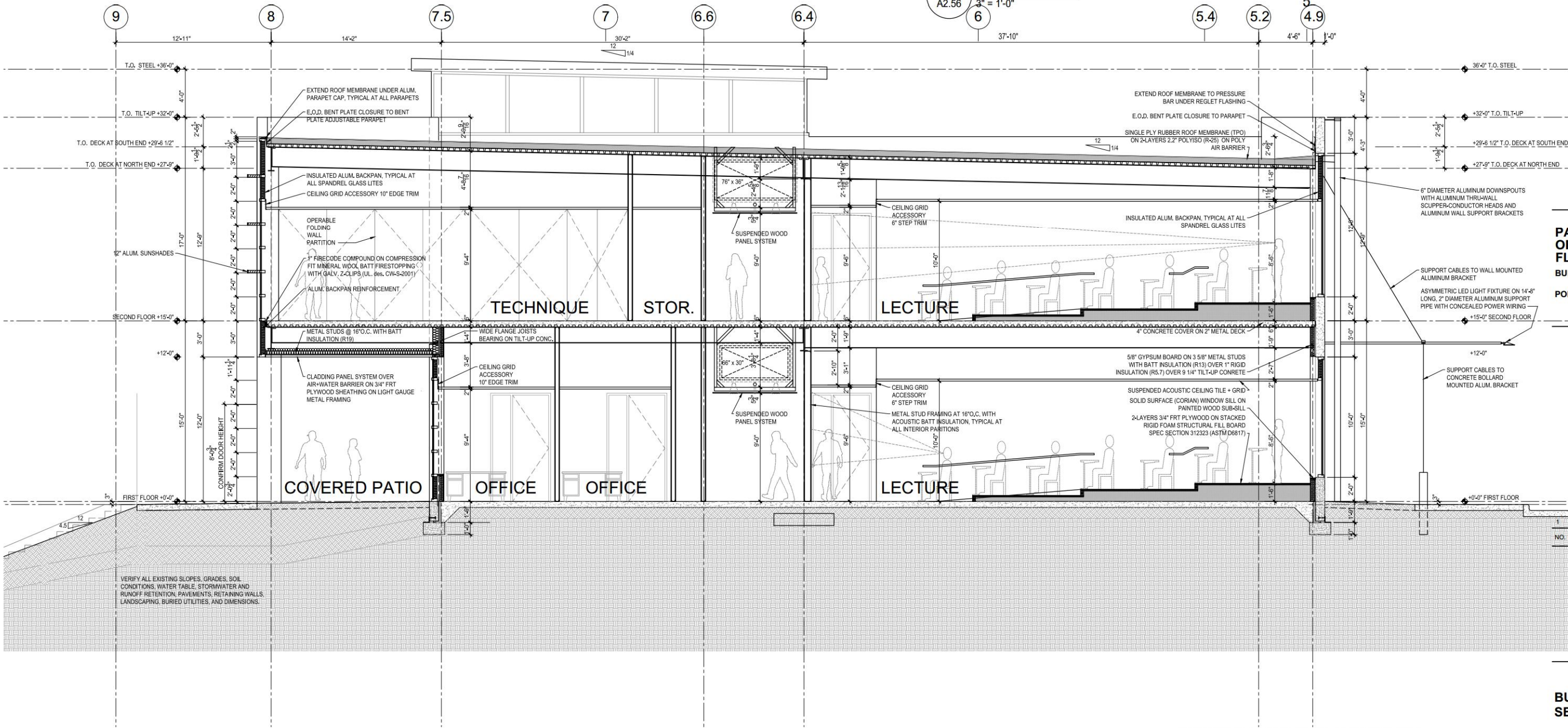
A 2.54



2 STEP DETAIL

A2.56 3" = 1'-0"

6



BUILDING 4 - BUILDING SECTION D-D

SCALE 1/4" = 1'-0"

VERIFY ALL EXISTING SLOPES, GRADES, SOIL
CONDITIONS, WATER TABLE, STORMWATER AND
RUNOFF RETENTION, PAVEMENTS, RETAINING WALLS,
LANDSCAPING, BURIED UTILITIES, AND DIMENSIONS.

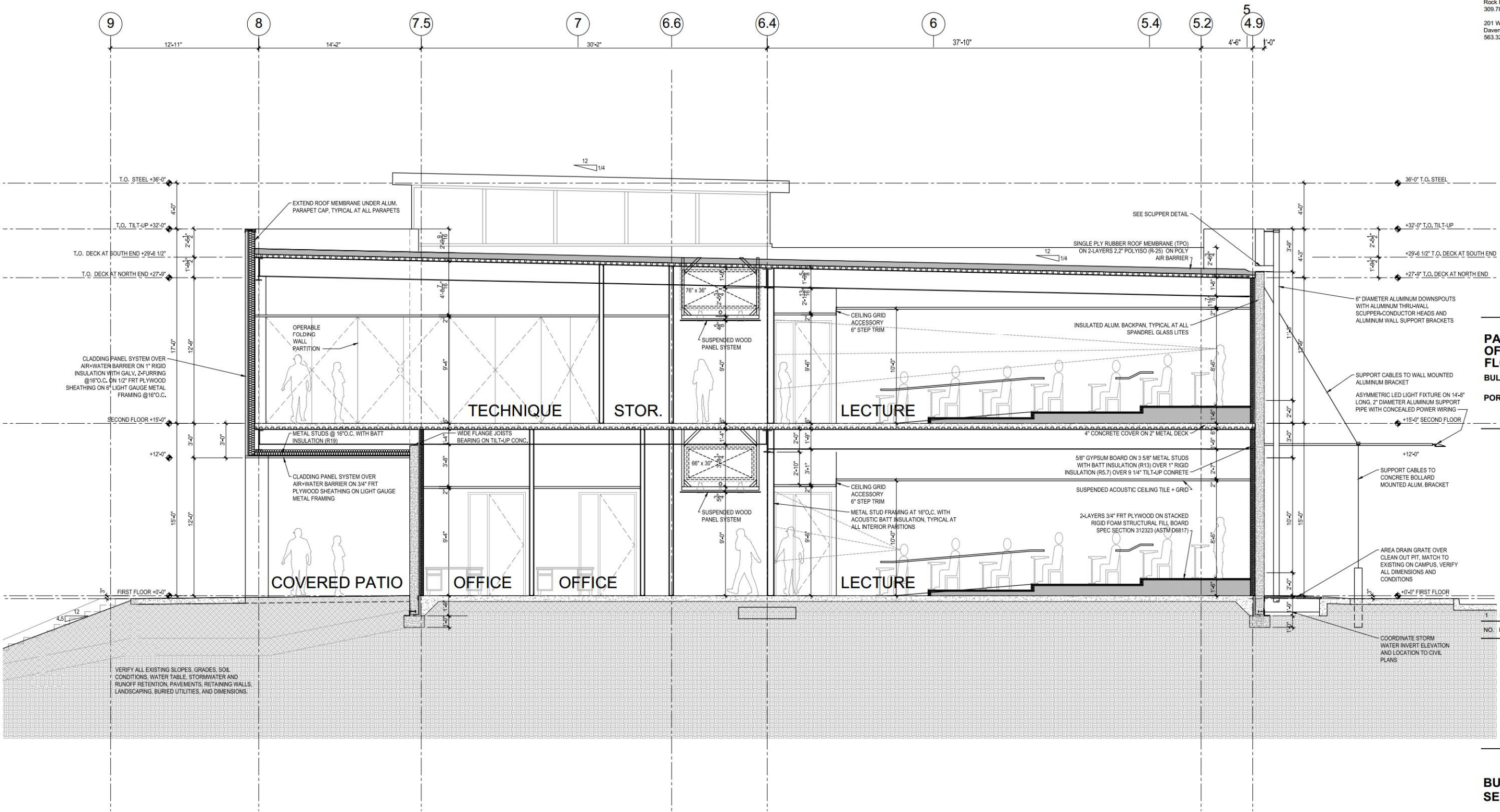
**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS
BUILDING 4**
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

**BUILDING 4
SECTION**

PROJECT: 19002241

A 2.55



BUILDING 4 - BUILDING SECTION E-E

SCALE 1/4" = 1'-0"



SCALE 1/32" = 1'-0"

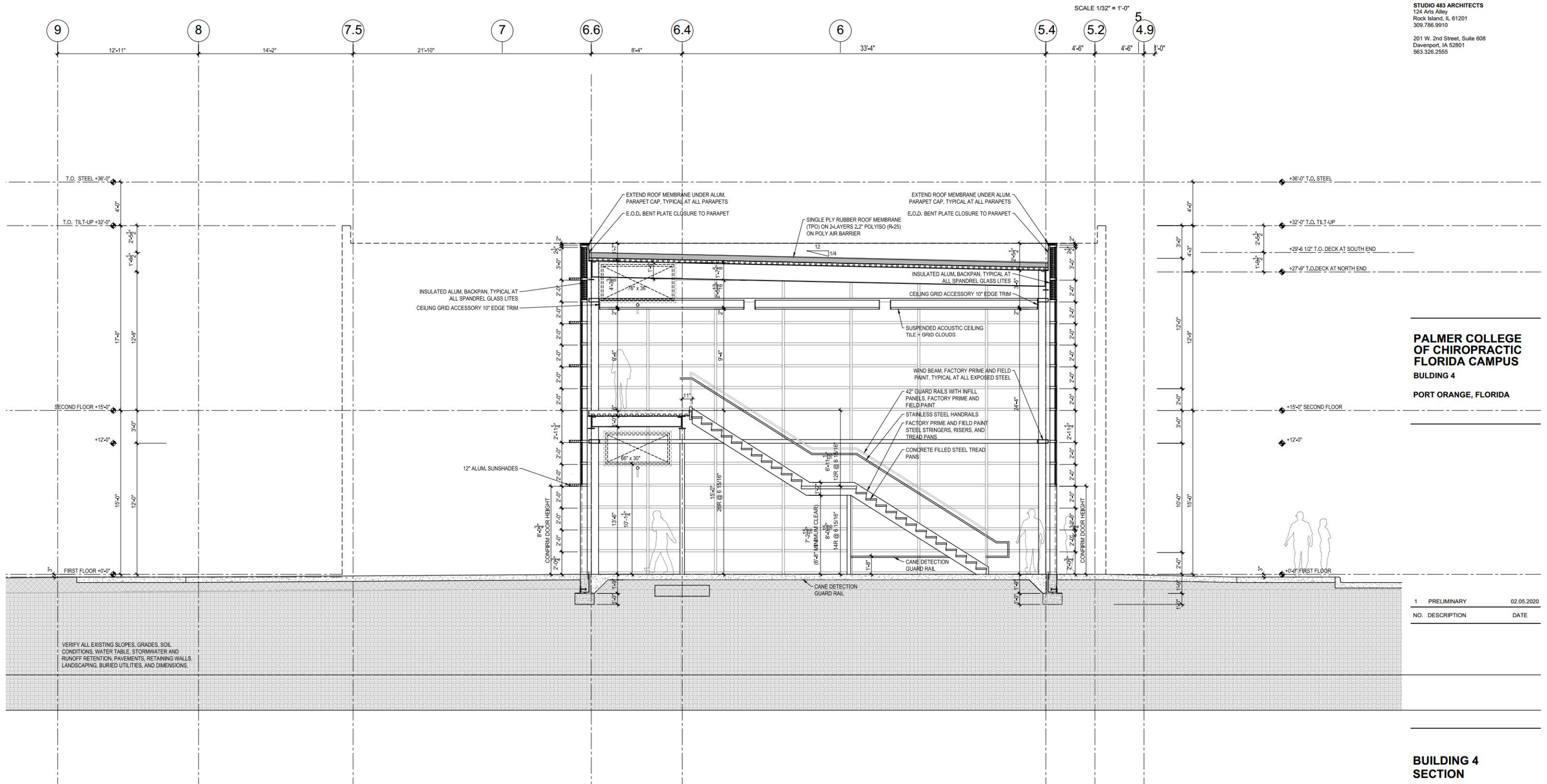


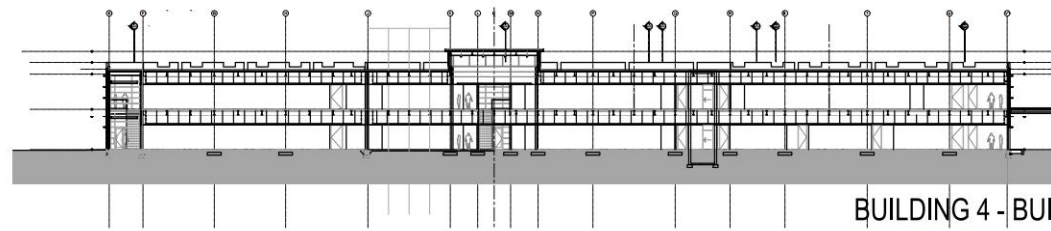
PROJECT: 19002241

A 2.56

1	PRELIMINARY	02.05.2020
NO.	DESCRIPTION	DATE

PROJECT: 19002241

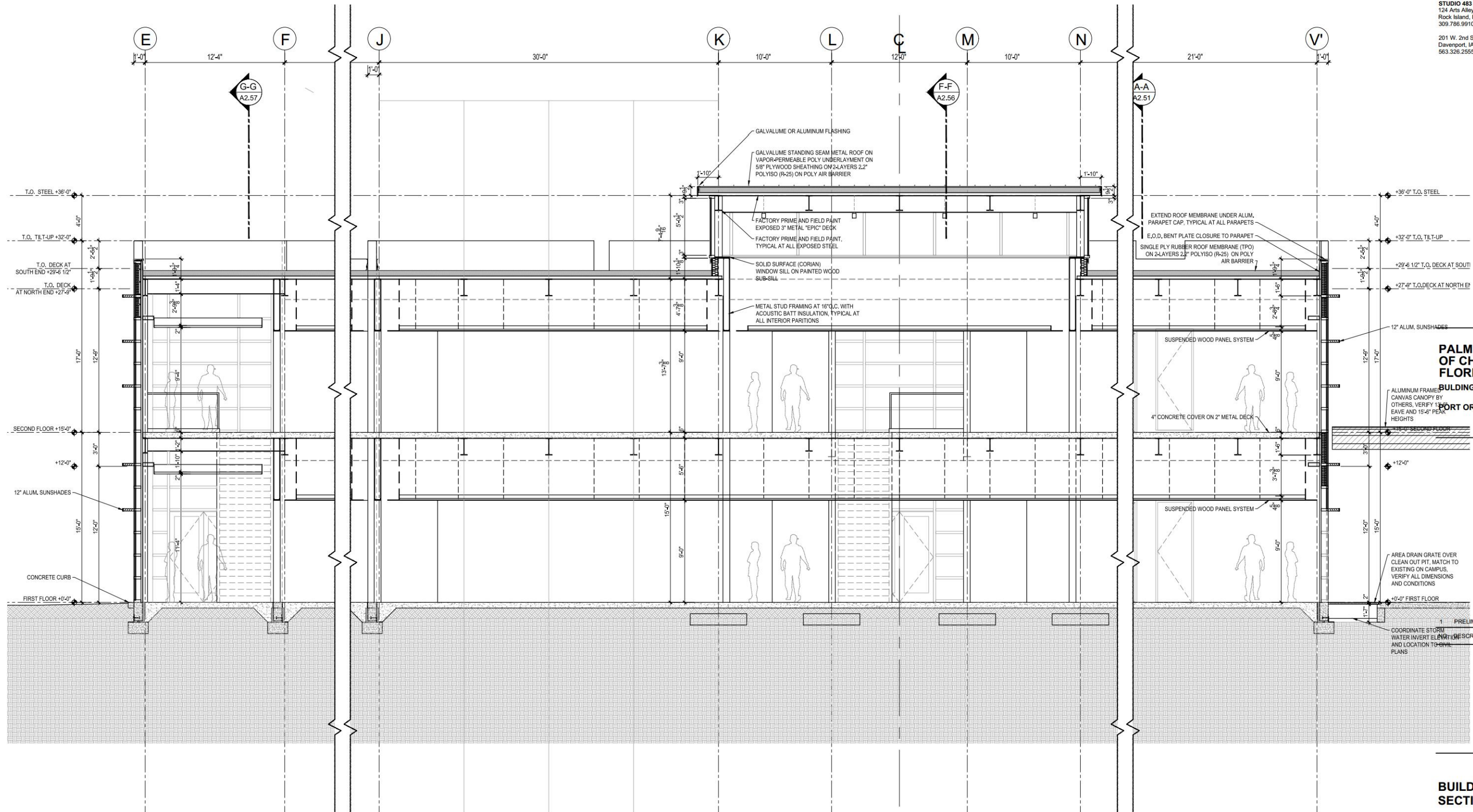




BUILDING 4 - BUILDING SECTION H-H
SCALE 1/32" = 1'-0"



STUDIO 483 ARCHITECTS
124 Arts Alley
Rock Island, IL 61201
309.786.9910
201 W. 2nd Street, Suite 608
Davenport, IA 52801
563.328.2555



**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS**
BUILDING 4
PORT ORANGE, FLORIDA

1	PRELIMINARY	02.05.2020
2	DESCRIPTION	DATE
3	COORDINATE STORM WATER INVERT ELEVATION AND LOCATION TO CIVIL PLANS	

BUILDING 4 - ENLARGED SECTIONS H-H
SCALE 1/4" = 1'-0"

**BUILDING 4
SECTION**

PROJECT: 19002241

A 2.58

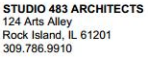
		ROOM SCHEDULE - FIRST FLOOR																													
ROOM NO.	ROOM NAME	FLOOR										BASE				WALL TYPE				CEILING FINISHES					REMARKS						
		NONE	SEALED CONCRETE	POLISHED CONCRETE	WALK-OFF CARPET TILE	CARPET TILE	CARPET, BROADLOOM	PORCELAIN TILE	LUXURY VINYL TILE	SOLID VINYL TILE	FLUID APPLIED EPOXY	NONE	VINYL 4"	WOOD 4" RECESSED	PORCELAIN TILE	FLUID APPLIED EPOXY, 4"	NONE	PAINTED, GYPSUM BOARD	EPOXY PAINTED, GYP BD.	PORCELAIN TILE	FRP ENFORCED PLASTIC 40RD. TEXTURED 10/42/FF	FIRE RETARDANT TREATED PLYWOOD	NONE / OPEN TO ABOVE	OPEN TO ABOVE PAINT EXPOSED STRUCTURE		PAINTED, GYPSUM BOARD	SUSPENDED ACOUSTIC TILE + GRID, WALL-TO-WALL	SUSPENDED ACOUSTIC TILE + GRID, CLOUD	SUSPENDED WOOD PANEL SYSTEM	CEILING HEIGHT	
4101	STUDENT SEATING	N	SC	PC	WOT	CPT	CPB	PT	LVT	SVT	FAE	N	V	WD	PT	FAE	N	P	EP	PT	FRP	FRT	N	EX	P	●	●	WD	-	SEE PLAN	
4102	EAST STAIR		SC		WOT							N		WD				P								●			SEE PLAN	1	
4103	CORRIDOR, MAIN		SC											WD				P									●	WD	9'-0"		
4104	LOBBY / COMMONS (CENTER)		SC											WD				P								●			SEE PLAN		
4105	NORTH ENTRANCE		SC		WOT									WD				P								●			SEE PLAN		
4106	CENTER STAIR		SC									N						P								●			SEE PLAN	1	
4107	CORRIDOR, MAIN (PHASE 2)		SC											WD				P								●	WD	9'-0"			
4108	WEST ENTRANCE		SC		WOT									WD				P								●			SEE PLAN		
4109	WEST STAIR		SC									N						P								●			SEE PLAN	1,4	
4110	MECHANICAL		SC									N									FRT		N						-		
4111	ELECTRICAL		SC									N									FRT				P				8'-0"		
4112	ANATOMY VESTIBULE		SC									V						P								●			9'-6"		
4113	ANATOMY VESTIBULE		SC									V						P								●			9'-6"		
4114	ANATOMY SUPPORT										FAE					FAE			EP							●			9'-6"		
4115	ANATOMY LAB 1										FAE					FAE			EP							●			9'-6" / 10'-0"		
4116	ANATOMY SUPPORT										FAE					FAE			EP							●			9'-6" / 10'-0"		
4117	ANATOMY LAB 2										FAE					FAE			EP							●			10'-0"		
																										●			9'-6" / 10'-0"		
4120	LOCKERS		SC									V						P									●		9'-4"		
4121	DRY LAB 1																														

ROOM SCHEDULE - SECOND FLOOR

ROOM NO.	ROOM NAME	FLOOR										BASE						WALL TYPE							CEILING FINISHES						REMARKS
		NONE	SEALED CONCRETE	POLISHED CONCRETE	WALK-OFF CARPET TILE	CARPET TILE	CARPET, BROADLOM	PORCELAIN TILE	LUXURY VINYL TILE	SOLID VINYL TILE	FLUID APPLIED EPOXY	NONE	VINYL 4"	WOOD 4", RECESSED	PORCELAIN TILE	FLUID APPLIED EPOXY, 4"	NONE	PAINTED, GYPSUM BOARD	EPOXY PAINTED, GYP.BD.	PORCELAIN TILE	FIBER REINFORCED PLASTER, TEXTURED	FIRE RETARDANT TREATED PLYWOOD	NONE / OPEN TO ABOVE	OPEN TO ABOVE PAINT EXPOSED STRUCTURE	PAINTED, GYPSUM BOARD	SUSPENDED ACOUSTIC TILE + GRID, WALL-TO-WALL	SUSPENDED ACOUSTIC TILE + GRID, CLOUD	SUSPENDED WOOD	CEILING HEIGHT		
4201	STUDENT SEATING	N	SC	PC	WOT	CPT	CPB	PT	LVT	SVT	FAE	N	V	WD				P	EP	PT	FRP	FRT	N	EX	P	●	●	WD	-	SEE PLAN	
4202	EAST STAIR		SC									N		WD				P									●		WD	9'-0"	1
4203	CORRIDOR, MAIN		SC											WD				P						EX						SEE PLAN	
4204	LOBBY / COMMONS (CENTER)		SC											WD				P									●			SEE PLAN	
4205	NORTH ENTRANCE		SC		WOT									WD				P									●			SEE PLAN	
4206	CENTER STAIR		SC								N			WD				P									●		WD	9'-0"	1
4207	CORRIDOR, MAIN (PHASE 2)		SC											WD				P									●			SEE PLAN	
4208	WEST ENTRANCE		SC		WOT									WD				P									●			SEE PLAN	
4209	WEST STAIR		SC								N							P									●			SEE PLAN	1, 4
4210	MECHANICAL		SC								N											FRT		N						-	
4211	I.T.		SC								N														P					8'-0"	
4212	TECHNIQUE LAB					CPT						V						P								●				9'-6" / 10'-0"	
4213	TECHNIQUE LAB					CPT						V						P								●				9'-6" / 10'-0"	
4214	STORAGE					CPT						V						P								●				9'-6"	
4215	CHANGE (DRESSING)					CPT						V						P								●				9'-6"	
4216	CHANGE (DRESSING)					CPT						V						P								●				9'-6"	
4217	CHANGE (DRESSING)					CPT						V						P								●				9'-6"	
4218	CHANGE (DRESSING)					CPT						V						P								●				9'-6"	
4219	STORAGE					CPT						V						P								●				9'-6"	
4220	ACTIVE / PASSIVE CARE LAB					CPT						V						P								●				9'-4"	
4221	STORAGE					CPT						V						P								●				9'-4"	
4222	STORAGE					CPT																									

- 1) SEE ALL PLANS, ELEVATIONS, AND SCHEDULES FOR ADDITIONAL FINISHES INFORMATION.
- 2) SEE INTERIOR ELEVATIONS AND BUILDING SECTIONS FOR ADDITIONAL FINISHES INFORMATION.
- 3) SEE DOOR, WINDOW, AND WALL BASE SCHEDULES FOR ADDITIONAL FINISHES INFORMATION.
- 4) ABUSE RESISTANT 5/8" GYPSUM BOARD TO 8'-0" A.F.F., STANDARD 5/8" GYP.BD. ABOVE.
- 5) FACTORY PRIME AND FIELD PAINT ALL HOLLOW METAL FRAMES, AND PAINT ALL HOLLOW METAL DOORS.
- 6) PAINT ALL GYPSUM BOARD AND PLASTER SOFFITS, SUSPENDED GYPSUM AND PLASTER CEILINGS, AND GYPSUM AND PLASTER BULKHEADS, REFER TO CEILING PLANS.
- 7) FACTORY PRIME AND FIELD PAINT ALL EXPOSED STEEL STRUCTURE, STAIRS AND RAILINGS, U.N.O..
- 8) ALL INTERIOR WALLS TO EXTEND TO UNDERSIDE OF DECK.
- 9) INCLUDE ACOUSTIC BATT INSULATION ALL INTERIOR WALLS.
- 10) INCLUDE BLOCKING IN WALL FRAMING FOR ALL WALL MOUNTED FURNITURE, FIXTURES, AND EQUIPMENT.

- 1) RUBBER TREADS AND NOSINGS AT STAIRS.
- 2) CT TO 7'-0" A.F.F., AND EPOXY PAINT ABOVE, (U.N.O. PER INTERIOR ELEVATION DRAWINGS).
- 3) TIERED SEATING FLOOR BUILT UP ON TOP OF TYPICAL CONCRETE SLAB FLOOR, SEE PLANS AND SHEET A2.54
- 4) CONTINUE EXTERIOR CLADDING PANEL SYSTEM AT TILT-UP CONCRETE WALL.
- 5) WALL AND CEILING FINISHES BY ELEVATOR SUPPLIER.



**PALMER COLLEGE
OF CHIROPRACTIC
FLORIDA CAMPUS**
BUILDING 4

PORT ORANGE, FLORIDA

1	PRELIMINARY	02.03.2020
NO.	DESCRIPTION	DATE

ROOM SCHEDULE

PROJECT: 19002241

A 6.01

DOOR SCHEDULE, FIRST FLOOR																	
DOOR				GLASS	FRAME		HARDWARE								FIRE	REMARKS	
NUMBER	SIZE (WxHxT)	TYPE	MAT.		TYPE	MAT.	THRESHOLD	WEATHER SEAL	CLOSER	KICK PLATES	POWER OPERATOR	ELECTRIC LATCH	SECURITY ACCESS PAD	HARDWARE GROUP			
COMMON USE																	
4101	PAIR 3'-0" x 8'-0" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3	
4104	PAIR 3'-0" x 8'-0" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3	
4105	PAIR 3'-0" x 8'-0" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3	
4107	PAIR 3'-0" x 8'-0" x 1 3/4"	C	ALUM	INSUL. SAFETY	1	ALUM									TBD	DELETE 4107 WITH ALTERNATE AREA	
4108	PAIR 3'-0" x 8'-0" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3	
4108	PAIR 3'-0" x 8'-0" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3	
4110	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-
4111	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-
ANATOMY LABS																	
4112	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	3	
4112A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	3	
4113	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4113A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4114	4'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4115	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4115A	4'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4115B	4'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4116	4'-0" x 8'-10" x 1 3/4"	D	ALUM	INSUL. SAFETY	WINDOW	ALUM									TBD	1, 3, FROSTED GLASS	
4115A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4115B	4'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4115C	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
DRY LAB																	
4121	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4122	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4123	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4124	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
RESTROOM / CORE																	
4131	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4132	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4133	BY ELEVATOR SUPPLIER														TBD	5, ELEVATOR DOOR	
4134	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-
4135	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	-	
4135A	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	-	
4137	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4138	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
LECTURE																	
4140	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4140A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4141	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4141A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
OFFICE AREAS																	
4150A	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4150B	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4150D	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4151	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4152	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4153	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4154	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4155	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	3	
4156A	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4156B	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4156C	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4156D	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4157	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4158	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4159	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4160	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4161A	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4161B	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4161C	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4161D	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4162	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4163	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4164	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
4165	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM									TBD	-	
ALT.																	
4171	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4172	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	-	1	HM								TBD	-	
4173	4'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-

DOOR SCHEDULE,SECOND FLOOR

DOOR				GLASS	FRAME		HARDWARE								FIRE	REMARKS	
NUMBER	SIZE (WxHxT)	TYPE	MAT.		TYPE	MAT.	THRESHOLD	WEATHER SEAL	CLOSER	KICK PLATES	PANIC EXT. HARDWARE	POWER OPERATOR	ELECTRIC LATCH	SECURITY ACCESS PAD			HARDWARE GROUP
4207	PAIR 3'-0" x 8'-0" x 1 3/4"	C	ALUM	INSUL. SAFETY	1	ALUM									TBD		DELETE 4207 WITH ALTERNATE AREA
4210	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-
4211	3'-0" x 8'-10" x 1 3/4"	A	HM	-	-	1	HM								TBD	45 MINUTE	-
TECHNIQUE LABS	4212	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4212A	3'-0" x 8'-10" x 1 3/4"	-	-	-	-	-										HANGING OPERABLE PARTITION
	4213	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4214	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4215	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4216	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4217	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4218	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4219	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
CARE LAB	4220	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4220A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4221	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4222	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
RESTROOM / CORE	4231	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4232	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4233	ELEVATOR DOOR															5. ELEVATOR DOOR
	4234	3'-0" x 8'-10" x 1 3/4"	A	HM	-	1	HM								TBD	45 MINUTE	-
	4235	3'-0" x 8'-10" x 1 3/4"	A	HM	-	1	HM								TBD		-
	4235A	3'-0" x 8'-10" x 1 3/4"	A	HM	-	1	HM								TBD		-
	4335	ROOF ACCESS HATCH															ROOF ACCESS HATCH WITH CURB
	4237	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4238	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
LECTURE	4240	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4240A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4241	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4241A	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
TECHNIQUE LABS	4250	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4250A	29'-0" x 9'-0" x 3"	-	-	-	-	-										HANGING OPERABLE PARTITION
	4251	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4252	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4253	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4254	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4255	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4256	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4257	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
OFFICE AREAS	4261A	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4261B	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4261C	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4261D	PAIR 2'-6" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4262	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4263	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4264	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
	4265	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		-
4266	3'-0" x 8'-10" x 1 3/4"	A	WOOD	SAFETY	2	HM								TBD		3	
ALT.	4271	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4272	3'-0" x 8'-10" x 1 3/4"	A	WOOD	-	1	HM								TBD		-
	4273	4'-0" x 8'-10" x 1 3/4"	A	HM	-	1	HM								TBD	45 MINUTE	-











CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (G13) Police Pension Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Brian Cobb to the Police Pension Board.

SUMMARY: The Police Pension Board Administrator has requested City Council consider the reappointment of Brian Cobb as a resident member for a four-year term (expiring October 1, 2024) as his term is due for reappointment. Mr. Cobb has indicated his willingness to continue serving as a trustee and has been a valuable member to the board.

No other applications have been received for this position.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Cobb, Brian - Reappointment (2020)	Cobb, Brian - Reappointment (2020).pdf
2.	Cobb, Brian	Cobb, Brian.pdf

Robin Fenwick
Jake Johansson

Created/Initiated - 2/17/2020
Final Approval - 2/17/2020

MEMORANDUM

February 17, 2020

TO: Robin Fenwick, City Clerk

FROM: Karan Rounsavall, Pension Plan Administrator 

SUBJECT: City Council Reappointment of Resident Member Brian Cobb
Port Orange Police Officers' Pension Board of Trustees

Section 54-134(a) of the *Port Orange Code of Ordinances* [also reference Section 185.05(1)(a) of *Florida Statutes*] provides for membership of the board of trustees for police pension plans. As a local law pension plan, the Board of Trustees for the Port Orange Police Officers' Pension Board consists of five trustees appointed as follows:

- Two legal residents of the municipality who shall be appointed by the city council;
- Two full-time police officers who shall be elected by a majority of the active police officers who are members of such plan; and
- A fifth member chosen by a majority of the previous four trustees and submitted to the city council which shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.

Each appointed or elected member serves as a trustee for a four-year term.

The following individuals currently serve as trustees:

Name	Position Held
Brian Cobb	Resident Member
Drew Bastian	Resident Member
Officer Andrew McKay	Elected Police Member
Asst. Chief William Proctor	Elected Police Member
Sgt. Warren Carman	Fifth Member

At this time, please consider the reappointment of Brian Cobb as a resident member for a four-year term (expiring October 1, 2024). Mr. Cobb has graciously indicated his willingness to continue serving as a trustee to the Port Orange Police Pension Board. Mr. Cobb is a local financial planner whose knowledge and expertise has proven most valuable to the pension board as it considers potential investments and asset allocation decisions, etc. His attendance record is excellent, having only missed one meeting since his initial appointment in 2017.

Please advise when City Council has taken this action. If there are any questions or you require additional information, please feel free to contact me.

app
2/6/16

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

- | | |
|---|---|
| ☐ Audit & Budget Advisory Board | ☐ Districting Commission |
| ☐ Charter Review Board | ☐ Environmental Advisory Board |
| ☐ City Manager Selection Committee | ☐ Library Advisory Board |
| ☐ Civil Service Board | ☐ Parks and Recreation Board |
| ☐ Code Enforcement Board* | ☐ Planning Commission* |
| ☐ Construction Regulation Board* | ☐ Youth Advisory Board |

Pension Boards

- ☐ Eastport Community Redevelopment Agency* ☒ Police*
☐ Town Center Community Redevelopment Agency* ☐ Fire*

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

Name Brian Cobb Date of Birth 6/26/74
Address 524 Sun Lake Dr PO 32127
Home Telephone 386-761-5103
E-Mail Address Brian.A.Cobb@EdwardJones.com
Business Telephone 386-788-2839
Are you a registered voter in Port Orange? ☒ Yes ☐ No
City Council District 4
How long have you been a resident of Port Orange? 40 years
Are you currently serving on a City Board? No
Have you ever served on a City Board? No
If yes, when and which Board?

2. REFERENCES – Please list three references (business and/or personal)

John Tarkenton 1629 Cole Dr, PO 386-761-6225
Name, address, and telephone number

Jim Reardon 4550 Clyde Morris Blvd St A 386-767-1132
Name, address, and telephone number

Nelson Cambata 2101 Ocean Dr N5B 32169 407-687-8008
Name, address, and telephone number

3. EDUCATION

High School Spruce Creek Date Graduated 92

College UCF Date Graduated 98 Degree BA

4. WORK EXPERIENCE

Nine year teacher with
Volusia County Schools, Sales with Holland
and Artesian Pools (4 years) and Edward Jones (4 years)

5. INTERESTS/ACTIVITIES

Golf, cycling, travel, and
high performance driver education events (Track Days)

6. COMMUNITY INVOLVEMENT

Rotary + Chamber

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

I love the city of Port Orange and this
is an opportunity to give back.

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

2/10/16
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (H14) First Reading - Ordinance No. 2020-4 - Ex Officio Duties of City Council

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-4.

SUMMARY: This amendment is necessary to clarify that the participation of one or more councilmembers on pension boards or the TPO is an ex officio duty of the councilmember and thus not prohibited by the prohibition on dual-office holding.

Project No.: Funding Account No.:

Presenter: Matthew Jones

ATTACHMENTS:

1.	Ordinance No. 2020-4	Ordinance No. 2020-4.pdf
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Matthew Jones
Matthew Jones
Scott Neils
Jake Johansson
Robin Fenwick

Created/Initiated - 2/5/2020
Approved - 2/7/2020
Approved - 2/7/2020
Approved - 2/7/2020
Final Approval - 2/13/2020

ORDINANCE NO. 2020-4

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2,
ARTICLE II OF THE CODE OF ORDINANCES TO
ESTABLISH SECTION 2-33 PROVIDING FOR THE EX
OFFICIO DUTIES OF CITY COUNCIL; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Councilmembers and City Manager in and for the City of Port Orange have a variety of matters which fall under their responsibility; and

WHEREAS, the City Manager and Councilmembers are frequently called upon to serve in an *ex officio* capacity on various boards and commissions; and

WHEREAS, while the Constitution does not expressly provide an exception for *ex officio* service, it has long been settled in this state that the legislative designation of an officer to perform *ex officio* the functions of another or additional office does not violate the dual office holding prohibition; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Port Orange as set forth at Article II, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable controlling law; and

WHEREAS, Councilmembers serving on boards and commissions in their *ex officio* capacity may still vote on matters coming before the boards and commissions; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 2, Article II of the Code of Ordinances to establish a new Section 2-33 which shall read as follows:

Sec. 2-33. – Ex officio duties of council.

- (a) The council shall have the authority to appoint one of its members to serve on the governing board for the River to Sea Transportation Planning Organization.
- (b) The council shall have the authority to appoint one of its members to serve on the pension board for the city's general employees' retirement system.
- (c) The council shall have the authority to appoint one or more of its members to serve on the board of trustees for the city's fire and rescue pension fund.
- (d) The council shall have the authority to appoint one or more of its members to serve on the board of trustees for the city's police pension plan.
- (e) Any appointment pursuant to this section shall constitute service ex officio to the member's service on city council and shall not constitute unlawful dual office-holding under Article II, Section 5(a), Florida Constitution.
- (f) Any member of city council who is appointed to any board, commission, or other position pursuant to this section shall be considered to have voluntarily and irrevocably resigned such seat immediately and simultaneously with the surrender of his or her council seat under any circumstances.

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

SECTION 5. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2020

Passed and adopted on second and final reading on the _____ day of _____, 2020

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/3/2020

Consent item: No

SUBJECT: (I15a) Proposed Revision to the Port Orange City Council Local Rules of Procedure 2020

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Moe to approve the proposed revision to the City Council Local Rules of Procedure.

SUMMARY: The proposed revision will automatically incorporate staff's recommended motion (which sometimes includes "subject to" provisions related to budgeting, contract documents, city attorney/city manager review, and other action items) into a motion made to approve an item by reference to the item number on the agenda or agenda title unless the councilmember making the motion clearly indicates otherwise. Staff's recommended motion is set forth on the agenda form for each action item before City Council. This change will ensure that certain "subject to" provisions are not inadvertently overlooked while still allowing Council to deviate from a recommended motion as needed.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	2020 POCC Rules of Procedure MJ rev 2.18.20	2020 POCC Rules of Procedure MJ rev 2.18.20.docx
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Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 2/21/2020
Approved - 2/21/2020
Approved - 2/21/2020
Final Approval - 2/24/2020



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL **LOCAL RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

- A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
- B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
- C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
- D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
- E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m., in City Hall. These meeting dates and

times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall.

2. Workshop meetings of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.
4. There may also be special meetings or workshop meetings at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.
9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a) To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.
 - b) The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c) The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; City Employee Recognition, Consent Agenda (to include Citizen Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Awards, Reports, Recognition and Proclamations; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings; Regular Agenda, (to include first readings of ordinances); Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.
 - d) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e) Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

- f) Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

g) A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda) unless a clear indication to the contrary is made on the record.

- 10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:
 - a. Respect the right of all citizens in our community to hold different opinions;
 - b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
 - c. Strive to understand differing perspectives;
 - d. Be truthful, not accusatory and avoid distortion; and
 - e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.
- 11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

- A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules,

guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

- b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
 - iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and c i t y o f r e s i d e n c e for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed

to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

- i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by majority vote of the Council.
- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of city council.
- iv. If an item brought forward under Citizen Participation – Non-Agenda requires a longer presentation by the citizen or will require staff research of materials, the item may be scheduled by the Mayor for a future City Council Meeting under Citizen Participation – Agenda.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.
- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
- v. Public Participation Agenda Items shall be considered in the following format:
 1. Presentation by requestor
 2. Questions of the requestor by City Council
 3. Presentation by City staff, if necessary
 4. Questions of City staff by City Council
 5. Public comments

6. Take action, if necessary
- vi. The requestor and City staff shall each be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
 - i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
 - iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.
- d. Submission of Petitions
 - i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
 - iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or

denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council’s Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.
 - c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests

the inclusion of said religious congregation by specific written communication to the City Clerk.

- d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.
7. The following statement shall be placed at the bottom of City Council meeting agendas:

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following

procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Council Member and the name of the nominee. The written ballots shall be read aloud into the record.
2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. Documents

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 7th day of January, 2020.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk