



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 2, 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. Silent Invocation
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. May 19, 2020 - Regular City Council Meeting
 - b. May 26, 2020 - City Council Budget Workshop
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No 3 with Insituform Technologies, LLC for Sanitary Sewer Rehab under the Piggyback Agreement CA6601 for Sanitary Sewer Lining.
 - b. Approval of Task Authorization No. 17 (CA4621) with Kimley-Horn and Associates
8. Approval of the FY2021 Budget Calendar
9. Approval to Write Off Utility Accounts Deemed Uncollectible
10. Resolution No. 20-23 - Calling a Primary and Regular Election for the purpose of electing a City Council member for District 3 and a Mayor and providing for the qualifying period and election dates

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

D. COUNCIL COMMENTS

- 11. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

- 12. Victoria Fahlberg of First Step Shelter
- 13. Annual Report from ArtHaus

F. PUBLIC HEARING

- 14. First Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001) (continued from March 17, 2020)

G. REGULAR AGENDA

- 15. First Reading - Ordinance No. 2020-10 - Causeway Park Parking
- 16. Approval of Fifth Amendment to Lease Agreement with ArtHaus Foundation, Inc. for the City-owned Property located at 3840 Ridgewood Avenue

H. ADDITIONAL ITEMS

- 17. City Attorney
- 18. City Manager
 - a. Lobbyist Contract Discussion

I. COUNCIL COMMITTEE REPORTS

- 19. City Council Committee Reports
 - a. Port Orange/South Daytona Chamber of Commerce

J. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) 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 OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), 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, 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 OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 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.

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be calling meetings only when necessary, and conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to attend meetings are encouraged to join the meeting through electronic means.

The June 2, 2020 Regular City Council Meeting will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the Regular City Council meeting on June 2, 2020, which begins at 6:30 p.m., you have the following additional options:

1. Watch the meeting online, but not participate:

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel:
<https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg>

2. Watch the meeting online and provide public comment prior to the meeting:

You may watch the meeting as listed above, and also provide written comments by emailing City Clerk Robin Fenwick by noon, April 7, 2020 at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. Watch the meeting online and provide public comment during the meeting:

Request to Speak instructions:

To request to speak virtually during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 6:30 p.m. on Monday, June 1, 2020. Once the form is received, the meeting instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 19, 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.

Invocation by Pastor Calvin Gittner of Port Orange Presbyterian Church

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 none.

5. Agenda Approval

Motion to pull Items #7(b) and #9 was made by Council Member Marilyn Ford and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call.

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

6. Approval of Minutes

a. May 5, 2020 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Approval of Task Authorization No. 28 CA4619 with Mead & Hunt Inc. for Design and Bidding Assistance for Garnsey WTP Generator Upgrades

- b. Ratification of Emergency Purchase - Paymentus Contract for a fully hosted, single-vendor solution management of the City's Utility, Community Development, and other billings and payments.

Council Member Marilyn Ford asked for an explanation regarding the funding. Scott Neils, Finance Director, explained the IVR system was never purchased and it is included in Paymentus so the funds are available for other usage. Jake Johansson, City Manager, explained the funds not used for the IVR system are going to be moved and used at another time for another purpose.

Motion to approve Item 7(b) was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 4-1 by roll call vote with Council Member Marilyn Ford voting no.

- c. Ratification of an Emergency Purchase Order to Logan Diving & Salvage for water main break under Halifax River
- d. Waiver of Formal Bidding Procedures and Approval to Renew Environmental Legal Liability and Tank Storage Insurance with Aspen Specialty Insurance Company
8. Resolution No. 20-17 – Easement Vacation - Lot 91 Cross Creek I
9. Resolution No. 20-18 - Appropriate funds for parking lot repairs at Palmer Chiropractic College (Allen Green Center)

Mayor Don Burnette read Resolution No. 20-18.

RESOLUTION NO. 20-18

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO DESIGNATE FUND BALANCE IN THE AMOUNT OF \$20,000 IN THE GENERAL FUND (001) AND APPROPRIATE FOR MAINTENANCE AND REPAIRS WORK OF THE ALLEN GREEN CENTER (PALMER CLINIC) PARKING LOT AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 20-18 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford.

Council Member Marilyn Ford asked if Staff has asked Palmer to pay for the repairs. Mr. Johansson said it is our responsibility in the contract.

Motion carried unanimously by roll call vote.

10. Resolution No. 20-19 - Appropriate Funds for Land Purchase (3641 Ridgewood Ave)
11. Resolution No. 20-21 - Expressing the City's Support and Intention to Create a PACE Program
12. Approval of Membership Agreements for the PACE Program

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

CITIZEN PARTICIPATION (Agenda)

13. Update by the property owner on the Williamson/Madeline (former church) property

Hassan Sabounji, Sabounji Construction, provided an update with pictures on the project being done at Williamson/Madeline. He advised they will not be done by May 31, 2020 and asked for a 30-day extension.

Motion to approve an extension to June 30, 2020 was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council Member Scott Stiltner recognized Staci Tramont for her efforts on her "Adopt a Senior" Campaign.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Presentation of Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR) by the City's audit firm, James Moore, & Co. P.L.

Zach Chalifour, CPA with James Moore, provided details from the 2019 CAFR and answered questions from Council.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball provided a written report to Council prior to the meeting.

17. Golf Advisory Board Update

Lance Green, Chairman, provided an update from recent Golf Advisory Board meetings.

PUBLIC HEARING

18. Second Reading - Ordinance No. 2020-5 - Small-Scale Comprehensive Plan Ordinance Amendment/Journey's End Planned Commercial Development - Trip Cap Removal (Case No. 19-20000006)

Mayor Don Burnette read Ordinance No. 2020-5.

ORDINANCE NO. 2020-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING ORDINANCE 2008-9 TO REMOVE THE VEHICULAR TRIP CAP AS APPLIED TO + 6.71 ACRES OF THE SUBJECT PROPERTY LOCATED AT 5840 AND 5850 JOURNEY'S END WAY; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-5 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Carl Thomas, owner of Country Inn and Suites, spoke against the amendment. He believes the amendment will adversely affect his investment.

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

19. Second Reading - Ordinance No. 2020-6 - Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development (Case No. 19-40000006)

Mayor Don Burnette read Ordinance No. 2020-6.

ORDINANCE NO. 2020-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR JOURNEY'S END (f/k/a THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-6 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried 3-2 by roll call vote with Council Member Scott Stiltner and Mayor Don Burnette voting no.

REGULAR AGENDA

20. First Reading - Ordinance No. 2020-8 - Emergency Preparedness and Response Ordinance

Mayor Don Burnette read Ordinance No. 2020-8.

ORDINANCE NO. 2020-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, SECTION 26-2 RELATED TO EMERGENCY MANAGEMENT TO ADD NEW DEFINITIONS; AMENDING CHAPTER 26 TO ESTABLISH A NEW ARTICLE IV RELATED TO EMERGENCY PREPAREDNESS AND RESPONSE; PROVIDING FOR DEBRIS TO BE CLEARED FROM RIGHTS-OF-WAY; PROVIDING FOR PENALTIES AND ENFORCEMENT; AMENDING CHAPTER 26 TO ESTABLISH A NEW ARTICLE V RELATED TO DISASTER DEBRIS REMOVAL FROM PRIVATE RIGHTS-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-8 was made by Vice Mayor Drew Bastian

and Seconded by Council Member
Chase Tramont.

Mr. Johansson provided details of the ordinance based on Hurricane Dorian experiences and answered questions from Council.

Motion carried unanimously by roll call
vote.

21. First Reading - Ordinance No. 2020-9 - Feral Cats / Community Cat
Program / Outdoor Feeding

Mayor Don Burnette read Ordinance No. 2020-9.

ORDINANCE NO. 2020-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3 OF THE CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA DEFINING "COMMUNITY CAT" and "FERAL CAT"; AMENDING CHAPTER 10, SECTION 10-11, RELATING TO REGULATIONS RELATED TO FERAL CATS; AMENDING CHAPTER 10 TO CREATE A NEW SECTION 10-21 REGULATING THE OUTDOOR FEEDING OF CATS AND DOGS; AMENDING CHAPTER 10 TO CREATE A NEW SECTION 10-22 ESTABLISHING THE AUTHORITY TO CREATE A COMMUNITY CAT PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-9
was made by Vice Mayor Drew Bastian
and Seconded by Council Member
Chase Tramont.

Thomas Grimaldi, Police Chief, provided details on the proposed Ordinance. Alan Rosen, Assistant City Manager, provided details of the proposed TNR Program and answered questions from Council.

Shira Wild, citizen, spoke regarding her support of the program.

Mayor Don Burnette read comments submitted to the City Clerk via the online form.

Sarah Jones, citizen, spoke regarding the negative comments from the volunteers. She encouraged Council to work out the details and work with CCFAW.

Mr. Rosen spoke as to the comments and questions from the public.

Motion withdrawn by Vice Mayor Drew Bastian.

Motion to approve the ordinance with the removal of the reference for fees of the program Section 10-22(b) was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

22. Resolution No. 20-20 - Establishing Animal License Tag Fees and Redemption Charges

Mayor Don Burnette read Resolution No. 20-20.

RESOLUTION NO. 20-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING ANIMAL LICENSE TAG FEES AND REDEMPTION CHARGES; SUPERSEDING PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 20-20 was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont.

Mr. Rosen provided details of the Resolution.

Motion carried unanimously by roll call vote.

23. Discussion regarding Panhandling Concerns and Ordinance

Council wants to do more but understands it is protected speech. Council asked the City Attorney to work with a Constitution attorney to provide them with options on handling issues with panhandling that do not infringe on the First Amendment.

Mayor Don Burnette read public comments into the record.

Motion to authorize the City Attorney to engage Michael Kahn to discuss options regarding panhandling in the City of Port

Orange was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian.

Council Member Marilyn Ford spoke against the motion as it's a losing battle based on her discussions with Mr. Jones.

Motion carried 4-1 by roll call vote with Council Member Marilyn Ford voting no.

ADDITIONAL ITEMS

24. City Attorney Comments

Mr. Jones spoke regarding the code issues at 191 Gibson Way. He asked for the authority to bring injunctive action through a Court Order.

Motion to authorize an injunctive action against the property owner of 191 Gibson Way was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote.

Mr. Jones advised the County submitted a plan to reopen vacation rentals, but the City can opt out of the County's plan. He asked Council to provide direction.

25. City Manager Comments

Mr. Johansson asked Council for direction regarding the July 4th event. Council agreed to postpone the event. Mr. Johansson provided details regarding summer camp issues and asked Council if they want to have a program this year or not. He would like to have a small program. Council agrees to move forward with summer camp as a smaller program if the logistics allow for it.

Mr. Johansson discussed the changes to the SAFER grant requirements. There is no longer a 25% match required from the City. He asked to increase the grant request to seven firefighters because four current firefighters are in DROP and will retire in the three years of the grant funding. Council agreed (3-2) to moving forward with up to seven positions.

Mr. Johansson asked Council for permission to move forward with the June event for Port Orange Community Trust that is scaled down to a food truck event with beer sales and vendors spaced out. Council agreed to allow the outdoor event with following CDC guidelines and the Governor's Executive Order.

Mr. Johansson discussed the rental waiver and deferral requests he has received from

the Port Orange Historical Trust and asked for support to waive the \$50 fee.

Motion to extend the meeting by 10 mins
was made by Council Member Marilyn
Ford and Seconded by Council Member
Scott Stiltner. Motion carried
unanimously by voice vote.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. General Employees' Pension Plan - Council Member Scott Stiltner had nothing additional to report as their meeting was cancelled.
- b. Fire Pension Plan - Council Member Marilyn Ford provided an update from their recent meeting.
- c. First Step Shelter - Council Member Chase Tramont had nothing to report.
- d. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette thanked them for the re-opening guidelines provided.
- e. Arthaus - Council Member Marilyn Ford provided an update from their recent meeting.

ADJOURNMENT - 11:06 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 26, 2020

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:00 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
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	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. Budget Visioning and Guidance

Scott Neils, Finance Director, provided details of the current budget situation and a look ahead at the FY21 budget.

Council Member Marilyn Ford, Council Member Chase Tramont, and Mayor Don Burnette prefer to see the millage rate set at roll back. Council Member Scott Stiltner and Vice Mayor Drew Bastian want to wait and see where they end up with revenues and would suggest starting from where we are now with our current obligations and see where savings can be seen. Mayor Don Burnette asked the City Manager to work a budget that is cognizant of the current financial situation of residents while meeting our current obligations. Council will discuss possible budget cuts after seeing the starting budget.

ADJOURNMENT - 7:47 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: Yes

SUBJECT: (B7a) Approval of Task Authorization No 3 with Insituform Technologies, LLC for Sanitary Sewer Rehab under the Piggyback Agreement CA6601 for Sanitary Sewer Lining.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 3 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining for an amount not to exceed \$657,524.97; authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Works & Utilities Department requesting City Council to approve Task Authorization No 3 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining Phase III for an amount not to exceed \$657,524.97.

On August 7, 2018, City Council approved a Piggyback Agreement (CA6601) with Insituform Technologies LLC for lining sanitary sewer lines throughout the City. This agreement has a per fiscal year spending authority of \$750,000. The current contract term is January 24, 2018 and continues through January 23, 2021 with the option to renew for one (1) two-year period upon mutual agreement.

Task Authorization No 3 is for sanitary sewer lining in the Barefoot Park Area. This work is an ongoing maintenance activity. The funding for this phase was approved under the FY2020 CIP. Task Authorization will be for an amount not to exceed \$657,524.97.

Budget Amendment #BT-000158 has been processed to move funds to proper spend category and program.

Project Funding Account No.: Fund: 401, Water & Sewer System, Cost Center:
No.: URH0 Water/Sewer; Program: Water/Sewer Distribution, Spend Category:
01 Sewage-Capital

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Insituform Task Authorization No 3 - Phase III	Insituform Task Authorization No 3 - Phase III.pdf
2.	Dept Justification - Insituform Task 3	Dept Justification - Insituform Task 3

	Project Manager (3)	Project Manager (3).docx
3.	Proposal - City of Port Orange - TO#3 - CIPP Lining Project	Proposal - City of Port Orange - TO#3 - CIPP Lining Project.pdf
4.	EX FORM - INSITUFORM	EX FORM - INSITUFORM.docx
5.	Insituform Technologies PB CA6601 1.23.2021	Insituform Technologies PB CA6601 1.23.2021.pdf
6.	Bud Amend URH001	Bud Amend URH001.pdf
7.	FY2020 Insituform Tech LLC	FY2020 Insituform Tech LLC.pdf
8.	Task No 1 support Docs	Task No 1 support Docs.pdf
9.	Task No 2 support doc's	Task No 2 support doc's.pdf
10.	COI - Port Orange 19-20	COI - Port Orange 19-20.pdf
11.	COI - Port Orange 19-20	COI - Port Orange 19-20.pdf

Julia Wiggins	Created/Initiated - 4/30/2020
Kynah Cockcroft	Approved - 4/30/2020
Julia Wiggins	Approved - 5/1/2020
Richard Colby	Approved - 5/1/2020
Junos Reed	Approved - 5/1/2020
Steve Parnell	Approved - 5/11/2020
Lynn Stevens	Approved - 5/18/2020
Lupe Reyna-Coffin	Approved - 5/26/2020
Scott Neils	Approved - 5/27/2020
Matthew Jones	Approved - 5/27/2020
Jake Johansson	Approved - 5/28/2020
Robin Fenwick	Final Approval - 5/28/2020

TASK AUTHORIZATION NO. 3
Piggyback Agreement dated August 7, 2018
Between the City of Port Orange, Florida and Insituform Technologies, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Phase III of sanitary sewer lining service of pipelines for Barefoot Park Area, as more particularly described and identified in Contractor's Proposal dated May 1, 2020 and the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within 365 days from issuance of a Notice to Proceed.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$657,524.97. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____

By: _____

Diane Partridge, Contracting and Attesting Officer

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

EXHIBIT “A”

Contractor’s Proposal Dated 5/1/20 and Scope of Work

Consisting of 4 Pages



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

5-1-20

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2020
Task Authorization # 3 – Phase 3 – Barefoot Park Area**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
A(a)1	Light Cleaning 4" Diameter	LF	475	\$1.10	\$522.50
A(a)2	Light Cleaning 6" Diameter	LF	1775	\$1.10	\$1,952.50
A(a)3	Light Cleaning 8" Diameter	LF	7,817	\$1.60	\$12,507.20
A(c)1	Root Removal 4" Diameter	LF	100	\$5.30	\$530.00
A(d)1	CCTV Inspection – Lateral Inspection 0' to 40'	EA	90	\$291.00	\$26,190.00
A(d)2	CCTV Inspection –	LF	260	\$5.30	\$1,378.00

	Additional Lateral Inspection >40'				
A(e)2	CCTV Pipe Inspection 8" Diameter	LF	7,817	\$1.10	\$8,598.70
B1(b)1	CIPP Lining 8" Diameter 6.0 mm thickness	LF	7,817	\$25.35	\$198,160.95
B3(a)1	Lateral CIPP Lining Top Hat w/Full Wrap 4" Lateral Connection	EA	19	\$1,960.00	\$37,240.00
B3(a)2	Lateral CIPP Lining Top Hat w/Full Wrap 6" Lateral Connection	EA	71	\$1,960.00	\$139,160.00
B3(b)	Lateral CIPP Lining – Lateral Lining 0 – 40'	EA	90	\$1,800.00	\$162,000.00
B3(c)	Additional Lateral Lining >40'	LF	260	\$79.30	\$20,618.00
B3(d)	Lateral Cutout & Polish	EA	90	\$162.00	\$14,580.00
C(c)	Traffic Control – MOT Index 601 or 601 (per week)	WK	13	\$1,590.00	\$20,670.00
D(a)	Regular Mobilization	EA	1	\$3,700.00	\$3,700.00
E(a)	Contract Performance and Payment Bond			1.5%	\$9,717.12
	TOTAL				\$657,524.97

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's Liability~~The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.~~

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

- ~~1. Permits, licenses and construction easements.~~
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
- ~~15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.~~
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
- ~~17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).~~
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

~~ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.~~

~~The information contained in this letter is proprietary to Insituform Technologies, LLC, and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC, (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC, or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.~~

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

EXHIBIT "B"

Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Diane Partridge, Contracting and Attesting Officer
Phone Number: (636) 530-8000

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$657,524.97

City Case/Project No. URH001

Description of Work: Sanitary sewer lining

Project Location: Various locations, Port Orange, Volusia County, Florida

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Insituform Technologies, LLC
URH001 Sanitary Sewer Lining

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Insituform Technologies, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR AND 97/100 DOLLARS (\$657,524.97)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of **August 7, 2018**, entered into by and between the Principal and the City, for sanitary sewer lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2020.

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Diane Partridge, Contracting and Attesting Officer
Specialist

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Richard A Colby, Project Manager

DATE: April 20, 2020

SUBJECT: Insituform Technologies LLC – Piggyback Agreement for Sanitary Sewer Lining Task Authorization #3

REQUEST:

The Public Utilities Department requests City Council to approve Task Authorization No 3 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining for an amount not to exceed \$657,524.97.

PURPOSE:

The purpose of this request is to maintain the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sewer system. Often times it is due to a failure at the connection between the city system and the customers piping. This connection is called the "lateral" and is much smaller than the main sewer pipeline.

Infiltration refers to groundwater which seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are 6680 manholes and approximately 354 miles of collection piping located in the Port Orange system.

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During the recent rains in May and early June 2018, the wastewater plant flows

increased over 3 million gallons per day due to I&I. I&I increases lift station energy costs and an increased potential of a sanitary sewer overflows due to the increased volume of water in the system. The first step in reducing I&I is conducting a thorough review of the collection system and identifying the major I&I areas.

In 2015, an I&I study was conducted by Wade Trim to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or “lining” the existing system with a special “cured in place” lining. The cured in place system consists of taking the system out of service, thoroughly cleaning the pipeline, then inserting a polyester or fiberglass liner that is attached to the interior of the pipeline using a special resin that cures the liner to the pipeline. Once the system is cured, it becomes part of the pipe. Advantages to the cured in place process is that no excavation or disturbance to the customers occur. This process has been successfully used in sewer collection systems for over 40 years and has been used previously in the City of Port Orange system.

On November 16, 2017, St. Johns County received 12 sealed bids for Utility Rehabilitation Construction Services under RFP No: 18-22. This service included cured in place lining. On January 24, 2018, St. Johns County awarded the bid to Insituform Technologies LLC.

The Public Utilities Department evaluated this and other existing competitive bid contracts from around the state. The St. Johns County Contract is the most cost effective and the best product for the City’s (I&I) program.

This task authorization is for \$657,524.97 will provide for lining service of some pipelines into the regional lift station area as identified in the 2015 I&I study. These areas are geographically located Barefoot Park area. This has been an ongoing repair program (R&R) and is budgeted in Project URH001 Sewer System Rehab.

FUNDING:

Sewer System Rehab Fund:

Project #: URH001

Fund – 401 Water & Sewer System

Cost Center – Water & Sewer

Program – Water / Sewer Distribution

Spend Category – Sewage

Additional Work Tag (Prj #): URH001

Adopted Budget: \$2,999,084.00

Actuals & Encumbrance: \$2,245,228

Actual Balance: \$746,856

Amt Required for this Phase \$657,524.97

RECOMMENDATION:

The Public Utilities Department recommends City Council to approve Task Authorization No 3 under Piggyback Agreement CA6601 with Insituform Technologies LLC for Sanitary Sewer Lining for an amount not to exceed \$657,524.97.

ANTICIPATED SCHEDULE:

- 1.) Upload to CivicClerk: April 23, 2020
- 2.) Council Approval

ATTACHMENTS:

1. Copy of Insituform Technologies LCC cost proposal.



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

5-1-20

Richard Colby
City of Port Orange
817 Oak Street
Port Orange, FL 32127
rcolby@port-orange.org

**Re: Cost Proposal – City of Port Orange - FY2020
Task Authorization # 3 – Phase 3 – Barefoot Park Area**

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

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9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
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14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
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18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County RFP No. 18-22, Utility Rehabilitation/Construction Services Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

TASK AUTHORIZATION NO 3

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE 3

BAREFOOT PARK AREA

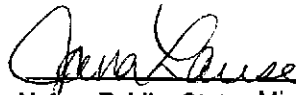
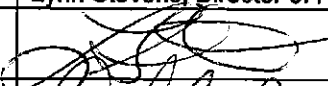


CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ National Joint Powers Alliance ("NJPA")
☐ City/County of Volusia
☒ Other St. Johns County

Department:	Public Utilities
Base Contract BID/RFP/RFSQ Number:	St. Johns County Master Contract No.: 18-MCC-INS-08953
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Insituform Technologies, LLC
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Locations within City of Port Orange
Description:	Sanitary Sewer Lining
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	St. Johns County Master Contract No.: 18-MCC-INS-08953 Agreement Effective Date From: January 24, 2018 To: January 23, 2021. Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County. COPO: ☒ Effective last date Agreement signed by Parties and shall continue until January 23, 2021
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. In the event of a conflict, the expiration in the Task Authorization shall control.
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year <i>(10/1 to 9/30) or Annually (Contract execution date and term):</i>	☒ Fiscal Year: In amounts not to exceed \$750,000.00 ☐ Annually Click here to enter text.
Payment and Performance Bond <i>(Indicate if required)</i>	☒ Yes ☐ No

Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☒ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Cost/Quote ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☐ Exhibit "7" Other
Contract Administrator:	Lynn Stevens, Director of Public Works and Public Utilities
Contractor's Authorized Agent Name Printed ¹:	Diane Partridge, Contracting and Attesting Officer
Contractor's Complete Contact Information:	Principal Address: Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 Telephone: (636) 530-8000 E-Mail: dpartridge@aegion.com
Signature: Contractor's Authorized Agent ¹:	 Date: 8/1/18
Contractor Notary Acknowledgment Block:	
STATE OF <u>MISSOURI</u> COUNTY OF <u>ST. LOUIS</u>	
The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>August</u> , 2018, by Diane Partridge, as Contracting and Attesting Officer of Insituform Technologies, LLC., a Delaware limited liability company registered to transact business in Florida, and WHAUSE	
[Notary: Please select one] ☒ is personally known to me; or ☐ has produced _____ as identification.	  Notary Public, State <u>Missouri</u> Printed, typed or stamped name, commission and expiration:
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.	
Department Head Name, Title Printed:	Lynn Stevens, Director of Public Works and Public Utilities
Signature: Department Head	 Date: 8/7/18
Signature: Donald O. Burnette, Mayor	 Date: 8/7/18
Attest: Robin L. Fenwick, CMC, City Clerk	 Date: 8/7/18
¹ If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.	

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, by and between the CITY OF PORT ORANGE, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."
4. Contractor Obligation. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.
5. Authorization for Services.
 - (a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.
 - (b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. In the event that a Contractor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.
6. Manner and Place: The work or services performed for this Agreement shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way), as applicable, 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. If the contract is for goods, the Contractor shall cause goods to be delivered to the City 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 – Port Orange. 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.

7. Time and Essence. Contractor acknowledges that time is of the essence for this Agreement.

8. City Obligations. In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council, for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

9. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Agreement unless otherwise delegated in writing. For notice provisions, see Paragraph 34 of this Agreement entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

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

11. Agreement Bond Documents. When applicable, the following bond forms are an integral part of this Agreement and must be attached hereto as Exhibit "5," completed, signed, witnessed and notarized as indicated and returned with the signed Agreement:

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

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and Agreement for the City. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded by the City Attorney's office with the Clerk of Volusia County at Contractor's expense.

12. Additional Bond Security. If any surety bond furnished in connection with this Agreement becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Agreement.

13. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified in Exhibit "6" to this Agreement and a task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

14. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Agreement, 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 Agreement, 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 Agreement not subject to the Notice;
- (iii) terminate all sub-agreements except those made with respect to Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 30 of this Agreement concerning disputes.

15. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, 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.

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

17. 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 Agreement.

(b) The Contractor further agrees to include in any sub-agreement for more than \$10,000 entered into as a result of this Agreement, 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 sub-agreement, 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 sub-agreement, or this Agreement. The term sub-agreement 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 Agreement or any sub-agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

18. 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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, 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 deem the non-compliance a breach of this Agreement, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

19. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement 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 Agreement was entered into. This provision shall survive any termination of the Agreement.

20. An Agreement for the Purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined herein.

21. Assignability of Contract. This Agreement may not be assigned by the Contractor to any other party without the express written approval of the City Council.

22. Modifications or Changes to this Agreement.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Agreement 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 one or more of the following: the services to be performed, the Agreement price 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 Agreement.

(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 notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Contractor for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Agreement. The Contractor shall proceed with the prosecution of the work as changed. Except as provided in this Agreement, the Contractor shall not be entitled to payment for a charge for any extra work or material.

(d) Contractor shall not perform any work described in any change order unless the City has budgeted and appropriated funds sufficient to cover the cost of such changes.

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

23. **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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.

24. **Warranties.** For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Agreement. 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 Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

25. **Additional Warranties.** For the purchase of goods, Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

26. **Inspection.** For the purchase of goods/supplies:

(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 Agreement, 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 Contract Administrator, 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 Agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator 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 Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement 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 Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. **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 Agreement 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.

28. **Non-discrimination.** During the performance of this Agreement, 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) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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.

29. **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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

30. **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 Agreement. 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. 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.

31. **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.

32. **Controlling Law.** **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF**

VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

33. Additional Provisions.

(a) This Agreement includes all additional provisions as may have been outlined in the Base Contract and any attachments or exhibits to this Agreement, whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) In the event of a conflict between the Base Contract, and this Agreement, this Agreement shall control.

34. Integration. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

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

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

Copy to: City of Port Orange
Attention: Contract Administrator, as listed on first page of Agreement
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Contractor name and contract information, as listed on first page of this Agreement

Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

36. Agreement Construction.

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

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

~~—[Remainder of this page intentionally left blank]—~~

38. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for consequential damages relating out of this Agreement.

Contract History

The St. Johns County, FL ("County"), a political subdivision of the State of Florida, entered into a Continuing Construction Contract Agreement Master Contract Number 18-MCC-INS-08953 ("St. Johns County Contract") with Insituform Technologies, LLC, pursuant to Request for Proposal ("RFP") Number 18-22 for Utility Rehabilitation/Construction Services.

The St. Johns County Contract has a term commencing on January 24, 2018 and continuing until January 23, 2021, which may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County.

[Remainder of this page intentionally left blank]

EXHIBIT "1"

Insurance

(a) Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Contractor shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the Agreement effective date. Failure of the Contractor to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Contractor from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Agreement may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Contractor shall notify the Contract Administrator and the Purchasing Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall be solely responsible to provide the City the written original certificate, 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 Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

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 Agreement 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 Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u> Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	Limits: Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: 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		

EXHIBIT "2"

TASK AUTHORIZATION NO. ____
Piggyback Agreement dated _____, 2018
Between the City of Port Orange, Florida and Insituform Technologies, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

INSITUFORM TECHNOLOGIES, LLC

Printed Name: _____

By: _____

Diane Partridge, Contracting and Attesting Officer
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please print the name and title of the individual signing the contract and the name of the corporation.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE – TASK AUTHORIZATION NO. _____ INSITUFORM TECHNOLOGIES, LLC
[CA6601]

EXHIBIT "3"

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

Witnesses: ATTEST:

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

Date: _____
Printed Name: _____

**RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953**

**EXHIBIT "A"
UNIT PRICE LIST**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF	1.10	
2	6" Diameter	500	LF	1.10	
3	8" Diameter	6,000	LF	1.60	
4	10" Diameter	500	LF	1.60	
5	12" Diameter	200	LF	2.40	
6	15" Diameter	100	LF	3.70	
7	18" Diameter	100	LF	4.20	
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF	15.90	
2	6" Diameter	200	LF	15.90	
3	8" Diameter	1,000	LF	12.70	
4	10" Diameter	200	LF	15.90	
5	12" Diameter	100	LF	21.20	
6	15" Diameter	50	LF	21.20	
7	18" Diameter	50		23.30	
c.	Root Removal				
1	4" Diameter	100	LF	5.30	
2	6" Diameter	200	LF	5.30	
3	8" Diameter	1,000	LF	4.20	
4	10" Diameter	200	LF	4.20	
5	12" Diameter	50	LF	4.20	
6	15" Diameter	50	LF	5.30	
7	18" Diameter			8.00	
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA	291.00	
2	Additional Lateral Inspection >40'	1	LF	5.30	
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF	1.10	
2	8" Diameter	6,000	LF	1.10	
3	10" Diameter	500	LF	1.10	
4	12" Diameter	200	LF	1.10	
5	15" Diameter	100	LF	2.90	
6	18" Diameter	100	LF	3.20	

EXHIBIT "4"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF	30.28	
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF	25.35	
2	7.5 mm nominal thickness (.295)	1	LF	27.10	
3	9.0 mm nominal thickness (.354)	1	LF	32.10	
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	34.20	
2	7.5 mm nominal thickness (.295)	1	LF	33.60	
3	9.0 mm nominal thickness (.354)	1	LF	39.90	
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	38.30	
2	7.5 mm nominal thickness (.295)	1	LF	40.15	
3	9.0 mm nominal thickness (.354)	1	LF	42.45	
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF	48.50	
2	7.5 mm nominal thickness (.295)	1	LF	50.55	
3	9.0 mm nominal thickness (.354)	1	LF	52.85	
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF	54.80	
2	7.5 mm nominal thickness (.295)	1	LF	55.10	
3	9.0 mm nominal thickness (.354)	1	LF	63.00	
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA	1850.00	
2	4' in length	1	EA	1957.00	
3	6' in length	1	EA	2065.00	
4	8' in length	1	EA	2220.00	
b.	8" Diameter				
1	3' in length	1	EA	1855.00	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
c.	10" Diameter				
1	3' in length	1	EA	1855.00	

EXHIBIT "4"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
d.	12" Diameter				
1	3' in length	1	EA	2065.00	
2	4' in length	1	EA	2330.00	
3	6' in length	1	EA	2595.00	
4	8' in length	1	EA	2805.00	
e.	15" diameter				
1	3' in length	1	EA	2485.00	
2	4' in length	1	EA	2700.00	
3	6' in length	1	EA	2910.00	
4	8' in length	1	EA	3175.00	
f.	18" diameter				
1	3' in length	1	EA	2750.00	
2	4' in length	1	EA	2910.00	
3	6' in length	1	EA	3175.00	
4	8' in length	1	EA	3438.00	
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA	1960.00	
2	6" lateral connection	50	EA	1960.00	
3	8" lateral connection	1	EA	3385.00	
b.	Lateral lining 0 to 40'	10	EA	1800.00	
c.	Additional lateral lining >40'	1	LF	79.30	
d.	Lateral cutout & polish	200	EA	162.00	
e.	Lateral grout	50	EA	344.00	
4. Cleanout Installation					
a.	4" cleanout	1	EA	2380.00	
b.	6" cleanout	1	EA	2595.00	
c.	8" cleanout	1	EA	2645.00	
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY	320.00	
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY	1060.00	
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK	1590.00	
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK	5300.00	
e.	Variable Message Board (per week)	1	WK	370.00	
D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	3700.00	
b.	Emergency Mobilization (< 1 week)	1	EA	6350.00	
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			1.5%	

EXHIBIT “5”

Payment and Performance Bond

Consisting of 3 Pages

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

URH001 Sanitary Sewer Lining

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Insituform Technologies, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of _____, entered into by and between the Principal and the City, for sanitary sewer lining, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Diane Partridge, Contracting and Attesting Officer
Phone Number: (636) 530-8000

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$

City Case/Project No. URH001

Description of Work: Sanitary sewer lining.

Project Location: Various locations, Port Orange, Volusia County, Florida

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2018.

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Diane Partridge, Contracting and Attesting Officer

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



Public Works & Utilities Department
Budget Transfer Request Form

Requester: Julia Wiggins, Public Works & Utilities Business Manager
Date: April 29, 2020

From:

FUND #	FUND NAME	COST CENTER	PROGRAM	SPEND CATEGORY	ADDITIONAL WORK TAG	AMOUNT
401	Water and Sewer System	Water / Sewer	Wastewater Treatment	Equipment – Capital	URH001	\$1,626,596

To:

FUND #	FUND NAME	COST CENTER	PROGRAM	SPEND CATEGORY	ADDITIONAL WORK TAG	AMOUNT
401	Water and Sewer System	Water / Sewer	W/S Distribution	Sewer Capital	URH001	\$1,626,596

Reason: Required to move remaining budget to the proper spend category. See attached department justification memo for additional information.



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager
Finance Staff

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Business Manager *JW*

DATE: April 29, 2020

SUBJECT: Budget Amendment Request – Project URH001 – Sewer System Rehab

REQUEST:

The Public Works & Utilities Department is requesting approval for the attached Budget Amendment in amount of \$1,626,596. This amount represents the “current/remaining” budget for Project URH001. The funds are currently under spend category “Equipment - Capital” and should be moved to “Sewer – Capital. This request will also change the “program” from Wastewater Treatment to Water / Sewer Distribution.

PURPOSE:

The purpose of this request is to move approved project funds to the proper spend category and to establish the program category.

CONSIDERATION:

When the project budgets were moved over to Workday, all the budgets posted to “Equipment – Capital” spend category and has been assigned to the Wastewater Treatment Program.

In order to properly record project budget and expense, the budget needs to be moved to the proper spend category “Sewage-Capital” and the program “Water / Sewer Distribution”. The current / remaining balance is made up of FY2019 carry overs, FY2020 new request, and any expenses.

This project has current expenditures and pending encumbrances. I recommend that these be moved once they have been completed / closed out. Then all budget to actuals can be done at the same time.

BUDGET TRANSFER:

Move \$1,626,596 from:

Fund: 401

Fund Name: Water & Sewer System

Cost Center: Water/Sewer

Program: Wastewater Treatment

Spend Category: Equipment – Capital

Additional Tag: URH001 – Sewer System Rehab

Move \$1,626,596 to:

Fund: 401

Fund Name: Water & Sewer System

Cost Center: Water / Sewer

Program: Water / Sewer Distribution

Spend Category: Sewage - Capital

Additional Tag: URH001 – Sewer System Rehab

RECOMMENDATION:

The Public Utilities and Works Department approval for the attached Budget Amendment in amount of \$1,626,596. This amount represents the “current/remaining” budget for Project URH001. The funds are currently under spend category “Equipment -Capital” and should be moved to “Sewer – Capital. This request will also provide for the “Program” category to be added. The project will be Water / Sewer Distribution.

ANTICIPATED SCHEDULE:

- a.) Budget Amendment Posting to Workday – April 30, 2020
- b.) Budget Amendment Approval & Processing – May 1, 2020

ATTACHMENTS:

- a.) Budget Amendment
- b.) Copy of budget worksheets

401 Water & Sewer System - URRH001 - Sewer System Rehab as of 4/29/2020

Ledger Account	Adopted Budget	Budget Amendments	Current Budget	Actuals YTD	Actuals LTD	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Operating Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Personnel	\$ 12,219	\$ -	\$ 12,219	\$ -	\$ 12,214	\$ -	\$ -	\$ 12,214	\$ -	99.96%
Personnel Services	\$ 12,219	\$ -	\$ 12,219	\$ -	\$ 12,214	\$ -	\$ -	\$ 12,214	\$ -	99.96%
Capital Outlay	\$ 2,979,865	\$ -	\$ 2,979,865	\$ 879,381	\$ 2,099,450	\$ -	\$ 51,300	\$ 2,150,750	\$ 829,115	72.18%
600000-Capital Outlay	\$ 2,979,865	\$ -	\$ 2,979,865	\$ 879,381	\$ 2,099,450	\$ -	\$ 51,300	\$ 2,150,750	\$ 829,115	72.18%
Infrastructure	\$ -	\$ -	\$ -	\$ 746,181	\$ 746,181	\$ -	\$ 51,300	\$ 797,481	\$ (797,481)	0.00%
Sewage - Capital	\$ -	\$ -	\$ -	\$ 746,181	\$ 746,181	\$ -	\$ 51,300	\$ 797,481	\$ (797,481)	0.00%
Machinery & Equipment	\$ 2,979,865	\$ -	\$ 2,979,865	\$ 133,200	\$ 1,353,269	\$ -	\$ -	\$ 11,353,269	\$ 1,626,596	45.41%
Equipment - Capital	\$ 2,979,865	\$ -	\$ 2,979,865	\$ 133,200	\$ 1,353,269	\$ -	\$ -	\$ 1,353,269	\$ 1,826,596	45.41%
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total expenditures	\$ 2,992,084	\$ -	\$ 2,992,084	\$ 879,381	\$ 2,111,664	\$ -	\$ 51,300	\$ 2,162,964	\$ 829,120	72.29%
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Total Other Sources & Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Net change	(2,992,084)	0	(2,992,084)	(879,381)	(2,111,664)	0	(51,300)	(2,162,964)	(829,120)	(72.29%)

move Budget out of "Equipment-Capital"
to "Sewage-Capital"

CPO Budget vs Actuals by Project

11:23 AM
04/29/2020
Page 1 of 1

Company: City of Port Orange
Project/Project Hierarchy: SSP002 U Sewer Plant Replacement
SSP013 U WRF Sludge Trailer S/Lot
SSP015 U WRF Ops Bldg Expansion
URH001 U Sewer Sys Rehabilitation
Plan Structure: Annual Budget Detail
Period: FY2020 - Apr
Ledger Account/Summary: Standard: Expenses
Standard: Other Financing Uses
Book: Modified Accrual
Fund: 401 Water & Sewer System
Include Only Capital Projects: No

ID	Project	Project - Capital?	Project Status	Adopted Budget	Budget Amendments	Current Budget	Actuals YTD	Actuals LTD	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
SSP002	U Sewer Plant Replacement	Yes	Active	301,300	(112,632)	188,668	0	45,923	0	0	45,923	142,745	24.34%
SSP013	U WRF Sludge Trailer S/Lot	Yes	Active	128,621	210,359	338,980	2,531	38,347	0	0	38,347	300,633	11.31%
SSP015	U WRF Ops Bldg Expansion	Yes	Active	306,879	3,845	310,724	6,472	17,196	0	0	17,196	293,528	5.53%
URH001	U Sewer Sys Rehabilitation	Yes	Active	2,992,084	0	2,992,084	879,381	2,111,664	0	51,300	2,162,964	829,120	72.29%
Total		No		3,728,884	101,572	3,830,456	888,384	2,213,131	0	51,300	2,264,431	1,566,025	59.12%

Details View

11:27 AM
04/29/2020
Page 1 of 1

Project	Plan Period Start Date	Project Start Date	Plan Status	Budget Amendment Status	Entry Type	Is Original	Is Amendment	Ledger Account	Fund	Cost Center	Spend Category	Revenue Category	Amount
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Salaries and Wages		327.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Overtime		2,525.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		1,479,865.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Salaries and Wages		106.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Overtime		837.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Salaries and Wages		921.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Overtime		7,191.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Salaries and Wages		72.00
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		500000:Personnel Services	401 Water & Sewer System	Water and Sewer	Overtime		240.00
URH001 U Sewer Sys Rehabilitatn	10/01/2018	09/01/1996	Available		Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		750,000.00
URH001 U Sewer Sys Rehabilitatn	10/01/2019	09/01/1996	Available		Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		750,000.00

Details View

11:18 AM
04/29/2020
Page 1 of 1

Project	Plan Period Start Date	Project Start Date	Plan Status	Budget Amendment Status	Entry Type	Is Original	Is Amendment	Ledger Account	Fund	Cost Center	Spend Category	Revenue Category	Amount
URH001 U Sewer Sys Rehabilitatn	10/01/2017	09/01/1996	Available		Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		1,479,665.00
URH001 U Sewer Sys Rehabilitatn	10/01/2018	09/01/1996	Available	Available	Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		750,000.00
URH001 U Sewer Sys Rehabilitatn	10/01/2019	09/01/1996	Available	Available	Adopted	Yes		600000:Capital Outlay	401 Water & Sewer System	Water and Sewer	Equipment - Capital		750,000.00

Details View

Expense / Encumbrance Detail URF # 001

11:57 AM
04/29/2020
Page 1 of 2

Journal	Operational Transaction	Journal Source	Accounting Date	Cost Center	Program	Spend Category as Working	Revenue Category	Supplier as Working	Debit	Credit	Amount
Operational Journal: City of Port Orange - 01/03/2020	Spend Liquidation for: Supplier Invoice: AP-000285 - 20211	Spend Obligation Liquidation	01/03/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	0.00	20,211.00	(20,211.00)
Operational Journal: City of Port Orange - 02/03/2020	PO-000216	Purchase Order	02/03/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	24,014.00	0.00	24,014.00
Operational Journal: City of Port Orange - 02/03/2020	PO-000217	Purchase Order	02/03/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	20,211.00	0.00	20,211.00
Operational Journal: City of Port Orange - 02/03/2020	PO-000224	Purchase Order	02/03/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	616,769.04	0.00	616,769.04
Operational Journal: City of Port Orange - 02/04/2020	PO-000228	Purchase Order	02/04/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		JD Weber Construction Co., Inc.	167,450.00	0.00	167,450.00
Operational Journal: City of Port Orange - 02/04/2020	PO-000228	Purchase Order	02/04/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		JD Weber Construction Co., Inc.	16,745.00	0.00	16,745.00
Operational Journal: City of Port Orange - 03/01/2020	Spend Liquidation for: Supplier Invoice: AP-000680 - 82597.9	Spend Obligation Liquidation	03/01/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	0.00	82,597.90	(82,597.90)
Operational Journal: City of Port Orange - 03/01/2020	Spend Liquidation for: Supplier Invoice: AP-000737 - 24014	Spend Obligation Liquidation	03/01/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	0.00	24,014.00	(24,014.00)
Operational Journal: City of Port Orange - 03/05/2020	Spend Liquidation for: Supplier Invoice: AP-000803 - 174785	Spend Obligation Liquidation	03/05/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	0.00	174,785.00	(174,785.00)
Operational Journal: City of Port Orange - 03/31/2020	PO-000365	Purchase Order	03/31/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	23,530.00	0.00	23,530.00
Operational Journal: City of Port Orange - 03/31/2020	PO-000386	Purchase Order	03/31/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Danus Utilities Inc.	11,025.00	0.00	11,025.00
Operational Journal: City of Port Orange - 04/01/2020	Spend Liquidation for: Supplier Invoice: AP-001235 -	Spend Obligation Liquidation	04/01/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	0.00	125,804.00	(125,804.00)

Details View

11:57 AM
04/29/2020
Page 2 of 2

Journal	Operational Transaction	Journal Source	Accounting Date	Cost Center	Program	Spend Category as Worktag	Revenue Category	Supplier as Worktag	Debit	Credit	Amount
Operational Journal: City of Port Orange - 04/01/2020	125804 Spend Liquidation for: Supplier Invoice: AP-001260 - 167450	Spend Obligation Liquidation	04/01/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		JD Weber Construction Co., Inc.	0.00	167,450.00	(167,450.00)
Operational Journal: City of Port Orange - 04/21/2020	Spend Liquidation for: Supplier Invoice: AP-001201 - 151319	Spend Obligation Liquidation	04/21/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	0.00	151,319.00	(151,319.00)
Operational Journal: City of Port Orange - 04/29/2020	Spend Liquidation for: Close Line for PO-000224 - Line 1	Spend Obligation Liquidation	04/29/2020	Water and Sewer	Wastewater Treatment	Sewage - Capital		Insituform Technologies LLC	0.00	82,263.14	(82,263.14)

CONTRACT TRACKING FILE
FY2020

VENDOR INFORMATION:

Vendor: Insituform Tech LLC

Piggyback / St.
 Johns Cty

Vendor No: 259885

Contract: CA6601

Contract Dates:

Initial Term: 1/24/18-1/23/21

Renewal #1 1/24/21-1/23/23

Vendor Packet: 6/13/2018

Cent of Ins: 7/1/2020

Workday Act#

Fund # 401

Fund Name: Water & Sewer Sys

Cost Center: Water/Sewer

Program: W/S Distribution

Addl Work tag (prj) URH001

Bond: yes, by task

W9: yes

Approval Dates:

Original	August 7, 2018	CC		Amount: \$	750,000.00
Task No 1	August 7,2018	CC	Phase I	Lift Sta #5,#7, and	
				#102	\$ -
Task No 2	September 17,2019	CC	Phase II	Herb St/Twin	
Task No 3	June 2, 2020	CC	Phase III	Gates Area	\$ -
				Barfoot Park	\$ -
					\$ -
Total:				\$	750,000.00

PURCHASE ORDER TRACKING:

EXPIRATION \$ **750,000.00**

Pending CC	Task 3	FY20 Funds	Phase III - Barefoot Park Area	\$ (657,524.97)
				\$ -
Total:				\$ 92,475.03

Notes:

- 1.) Piggyback Agreement under St. Johns Cty
- 2.) Contract has an initial term of two (2) years, with one (1) two-year renewal, by mutual agreement
- 3.) Spending authorization is \$750,000 per fiscal year
- 4.) Issued by task authorization, any task over \$25,000 will require cc approval
- 5.) Task No 1 was funded with FY18 CIP funds
- 6.) Task No 2 was funded with FY19 CIP funds
- 7.) Task No 3 will be funded out of FY20 CIP Funds

Contact Information:

Diane Partridge, Contr

Phone: (636) 530-8000

Fax:

email: dpartridge@aegion.com



Task No 1
FY 2018 Funds

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/17/2018

Consent item: Yes

SUBJECT: (B7c) Approval of a Piggyback Agreement and Task Authorization No 1 with Insituform Tech LLC for Sanitary Sewer Lining.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Piggyback Agreement with Insituform Tech LLC spending authorization amount not to exceed \$750,000 per fiscal year and Task Authorization No 1 for an amount not to exceed \$495,659.72 for Sanitary Sewer Lining and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Utilities Department requests approval of a piggyback agreement with Insituform Tech LLC for Sanitary Sewer Lining for 3 years with a spending authorization of not to exceed \$750,000.00 per fiscal year and approval of Task Authorization #1 in the amount not to exceed \$495,659.72.

In 2015, an Infiltration and Inflow (I&I) study was conducted by Wade Trim to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system.

On November 16, 2017, St. Johns County received 12 sealed bids for Utility Rehabilitation Construction Services under RFP No: 18-22. This service included cured in place lining. On January 24, 2018, St. Johns County awarded the bid to Insituform Tech LLC.

The Public Utilities Department evaluated this and other existing competitive bid contracts from around the state. The St. Johns County Contract is the most cost effective and the best product for the City's (I&I) program.

The initial task authorization for \$495,659.72 will provide for lining service of some pipelines in lift station areas #5, #7 and #102 as identified in the 2015 I&I study. This area is geographically located between the Halifax River and Ridgewood, from the southern city limits to Oak Street. This will be an ongoing repair program (R&R) and is budgeted in Project URH001 Sewer System Rehab.

Project No.: URH001 Funding Account No.: 401 0400 535 6397

Presenter:

ATTACHMENTS:

1.	Piggyback Agreement	Insituform Technologies LLC - Piggyback Agreement.pdf
2.	Task Authorization No 1 - Lift Station No 5 No 7 and No 102	Task Authorization No 2 - Lift Station No 5 No 7 and No 102.pdf
3.	Department Justification Memo	Department Justification Memo.pdf
4.	Authorization Letter	Authorization Letter.pdf
5.	Insituform Contract with St Johns	Insituform Contract with St Johns.pdf
6.	SJC RFP 18-22 RFP Original	SJC RFP 18-22 RFP Original.pdf
7.	SJC RFP 18-22 Addm 1	SJC RFP 18-22 Addm 1.pdf
8.	SJC RFP 18-22 Eval Documents	SJC RFP 18-22 Eval Documents.pdf
9.	SJC RFP 18-22 Eval Ranking	SJC RFP 18-22 Eval Ranking.pdf
10.	SJC RFP 18-22 Intent to Award	SJC RFP 18-22 Intent to Award.pdf
11.	Task Authorization No 1 Scope	Task Authorization No 1 Scope.pdf

Julia Wiggins	Created/Initiated - 6/13/2018
Kenny Ho	Approved - 6/14/2018
Rick Wilson	Approved - 6/14/2018
Lynn Stevens	Approved - 6/19/2018
Tracey Riehm	Approved - 7/2/2018
Margaret Roberts	Approved - 7/6/2018
Jake Johansson	Approved - 7/6/2018
Robin Fenwick	Final Approval - 7/6/2018



Task No 2
FY 2019 Funds

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 9/17/2019

Consent item: Yes

SUBJECT: (B7g) Approval of Task Authorization No. 2 to Insituform Technologies LLC

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No.2 to the contract (CA6601) with Insituform Technologies LLC in the amount of \$749,969.39 for Phase II of the Sanitary Sewer Pipe Lining project; authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On August 7, 2018, City Council approved Task Authorization No.1 to the Standard Contract for Services with Insituform Technologies Inc. for Phase I of the sanitary sewer lining project for pipelines in lift station areas #5, #7 and #102 as recommended in the 2015 study performed by the civil engineering firm of Wade & Trim.

Phase I is now complete and Insituform Technologies has submitted a proposal for Phase II of this project which includes PS 10 Area (Herbert Street) and PS Area 39 (Twin Gates). Total cost for Phase II is \$749,969.39.

Project No.: URH001 Funding Account No.: 401-0400-535-6397

Presenter:

ATTACHMENTS:

1.	Insituform Technologies LLC Task Authorization No 2	Insituform Technologies LLC Task Authorization No 2.pdf
2.	Insituform TA No 2 PROPOSAL FROM VENDOR	Insituform TA No 2 PROPOSAL FROM VENDOR.pdf
3.	TA NO2 Insituform Excel Worksheet Locations Phase II	TA NO2 Insituform Excel Worksheet Locations Phase II.pdf
4.	TA No 2 Insituform Exhibit A Page	TA No 2 Insituform Exhibit A Page.docx
5.	TA No 2 Insituform Exhibit B Performance Bond Page	TA No 2 Insituform Exhibit B Performance Bond Page.docx
6.	Insituform COI thru 7 1 2020	Insituform COI thru 7 1 2020.pdf
7.	Justification Memo 9 10 2019 Insituform TA 2 (1)	Justification Memo 9 10 2019 Insituform TA 2 (1).pdf

Kynah Cockcroft	Created/Initiated - 8/15/2019
Kynah Cockcroft	Approved - 8/15/2019
Julia Wiggins	Approved - 8/15/2019
Richard Colby	Approved - 8/15/2019
Junos Reed	Approved - 8/15/2019
Steve Parnell	Approved - 8/15/2019
Lynn Stevens	Approved - 8/16/2019
Scott Neils	Approved - 8/16/2019
Margaret Roberts	Approved - 9/10/2019
Jake Johansson	Approved - 9/10/2019
Robin Fenwick	Final Approval - 9/12/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

6/21/2019

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td>NAIC # 24554</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: XL Insurance America, Inc.	NAIC # 24554	INSURER B: ACE American Insurance Company	22667	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																					
INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005																					

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 15441236 **REVISION NUMBER:** XXXXXXXX

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 ☒ Indepndt Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	CGD300084904	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A				BROAD FORM PD/CONTRACTUAL			
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	ISA H25299516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	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	Y N/A	WLRC66038622 (AZ,CA,MA) WLRC66038580 (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2019 7/1/2019	7/1/2020 7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PROJECT: VENDOR APPLICATION AND AGREEMENT. CITY OF PORT ORANGE IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
CANCELLATION See Attachments

15441236 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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CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 15441236.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2019, forms a part of
Policy No. CGD300084904 issued to AEGION CORPORATION
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25299516	Policy Period 7/1/2019 TO 7/1/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 17988 EDISON AVENUE CHESTERFIELD MO 63005	EndorsementNumber
PolicyPeriod 7/1/2019 TO 7/1/2020	Policy Number Symbol: WLR Number: WLRC66038580 (AOS) Effective Date of Endorsement 7/1/2019
IssuedBy (Name of InsuranceCompany) Indemnity Insurance Co of North America Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
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- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

6/21/2019

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

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INSURED 1347989 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield MO 63005																					

COVERAGES INSTE02 **CERTIFICATE NUMBER:** 15441236 **REVISION NUMBER:** XXXXXXXX

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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 ☒ Indepndt Contractor ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	CGD300084904	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A				BROAD FORM PD/CONTRACTUAL			
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	ISA H25299516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B C C	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	Y N/A	WLRC66038622 (AZ,CA,MA) WLRC66038580 (AOS) (EXCLUDING MONOPOLISTIC)	7/1/2019 7/1/2019	7/1/2020 7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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CERTIFICATE HOLDER
CANCELLATION See Attachments

15441236 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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CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 15441236.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 7/1/2019, forms a part of
Policy No. CGD300084904 issued to AEGION CORPORATION
By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

**NOTICE TO OTHERS ENDORSEMENT SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H25299516	Policy Period 7/1/2019 TO 7/1/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 17988 EDISON AVENUE CHESTERFIELD MO 63005	EndorsementNumber
PolicyPeriod 7/1/2019 TO 7/1/2020	Policy Number Symbol: WLR Number: WLRC66038580 (AOS) Effective Date of Endorsement 7/1/2019
IssuedBy (Name of InsuranceCompany) Indemnity Insurance Co of North America Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
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- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

Authorized Representative



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: Yes

SUBJECT: (B7b) Approval of Task Authorization No. 17 (CA4621) with Kimley-Horn and Associates

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 17 to the Master Contract (CA4621) with Kimley-Horn and Associates for the design, permitting and bidding assistance for the East Master Lift Station rehabilitation project for a cost of \$52,763.00; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The east master lift station pumps raw sewage that comes from homes and businesses around the community to the water reclamation facility. The east lift station sustains the greatest wear and tear with constant use and the pumps and associated valves are in need of replacement to insure there is no failure of the system which would cause costly repairs and by-pass pumping.

Kimley-Horn and Associates have submitted a proposal (TA No. 17) for the design, permit and bidding phase for the master lift station rehabilitation project. This project includes replacement of the valves in combination with upgrading the pumps and electrical to make the system operate safer and more efficiently. Total cost not exceed \$52,763.00.

Project No.: SLS002 Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Justification Memo TA17 Kimley Horn East master lift station design and bidding	Justification Memo TA17 Kimley Horn East master lift station design and bidding.docx
2.	Proposal from Kimley Horn TA17 with Bailey subconsultant prop may 27 2020	Proposal from Kimley Horn TA17 with Bailey subconsultant prop may 27 2020.pdf
3.	Task Authorization No 17 Kimley Horn East Master Lift Station may 27 2020	Task Authorization No 17 Kimley Horn East Master Lift Station may 27 2020.pdf
4.	Renewal Form Kimley Horn 3 17 2020 to 3 16 2021 CA4621	Renewal Form Kimley Horn 3 17 2020 to 3 16 2021 CA4621.pdf
5.	COI thru 4 1 2021 Kimley Horn and	COI thru 4 1 2021 Kimley Horn and

	Associates CA4621	Associates CA4621.pdf
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Kynah Cockcroft	Created/Initiated - 5/1/2020
Kynah Cockcroft	Approved - 5/1/2020
Julia Wiggins	Approved - 5/1/2020
Richard Colby	Approved - 5/1/2020
Junos Reed	Approved - 5/1/2020
Steve Parnell	Approved - 5/11/2020
Lynn Stevens	Approved - 5/18/2020
Lupe Reyna-Coffin	Approved - 5/26/2020
Scott Neils	Approved - 5/27/2020
Matthew Jones	Approved - 5/27/2020
Jake Johansson	Approved - 5/28/2020
Robin Fenwick	Final Approval - 5/28/2020



City of Port Orange Public Utilities and Works Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Julia Wiggins, Public Utilities and Works Budget Analyst

FROM: Junos Reed, P.E., Public Utilities and Works Engineering and
Construction Manager

DATE: April 30, 2020

SUBJECT: Kimley Horn – Task Authorization No. 17 (CA4621) East Master Lift
Station Rehabilitation Design and Bidding Assistance

REQUEST:

The Public Works & Utilities Department is requesting the City Council approve Kimley Horn Task Authorization No. 17 for Design and Bidding Assistance services for the East Master Lift Station Rehabilitation project in the amount not to exceed \$52,763

PURPOSE:

This wastewater treatment system improvement project involves the design, permitting, and bidding assistance for the mechanical and electrical upgrades to the East Master Lift Station at the Water Reclamation Facility (WRF). This project is necessary to insure safe uninterrupted collection and treatment of wastewater.

CONSIDERATION:

The East Master Lift Station pumps raw sewage that comes from homes and businesses around the community into the elevated bar screens at the Water Reclamation Facility. The East is one of two Master Lift Stations located at the WRF. The Master Lift Stations each utilize three pumps with each pump having an inlet valve, an outlet valve, and an outlet check valve. The East Master Lift Station handles much of the influent plant flows and the equipment has sustained the greatest wear and tear with constant use over its years of operation. The condition of the pumps and associated valves are such that it is time for replacement to insure there is no failure of the system which would cause costly emergency repairs and by-pass pumping. The project includes replacing the existing variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to

install a pre-rotation basin and leveling the wet well floor. The replacement of the valves in combination with upgrading the pumps and electrical will make the operations safer for the WRF Operations staff and overall operate more efficiently.

FUNDING:

East Master Lift Station Rehabilitation
Project #: SLS002 Sewer Plant Replacement
Fund: 401
Fund Name: Water & Sewer System
Cost Center Water / Sewer
Program: Wastewater Treatment
Spend Category: Lift Stations
Current Budget: \$52,763
Estimated Actual: \$52,763

RECOMMENDATION:

The Public Works & Utilities and Works Department recommends the approval of Task Authorization No. 17 to the Master Contract for Engineering Services, for service relating to the Design and Bidding Assistance services for the East Master Lift Station Rehabilitation project in the amount not to exceed \$52,763

ANTICIPATED SCHEDULE:

- a) June 2, 2020 Council Meeting for Approval
- b) Executed Task Authorization by July 7, 2020
- c) Design complete nine months from NTP with bidding & Construction to follow

ATTACHMENTS:

- a) DRAFT Task Authorization No 17 to CA4621 draft documents
- b) Kimley Horn Design and Bidding Assistance Services proposal for the East Master Lift Station Rehabilitation project.

PORT ORANGE EAST MASTER LIFT STATION DESIGN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Wastewater Reclamation Facility (WRF) East Master lift station. City staff requested that Kimley-Horn provide a proposal to provide design plans and specifications for replacing the existing centrifugal dry pit pumps with screw centrifugal pumps. The project includes replacing the existing variable frequency drives (VFD's), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the wet well necessary to install a pre-rotation basin and leveling the wet well floor.

The following is our understanding of the specific scope of services that has been requested by City staff.

Specific Scope of Basic Services:

Task 1 – Design and Permitting

This task will consist of the following design, analysis, and coordination components.

- A. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.
- B. Kimley-Horn will evaluate the lift station hydraulics to determine the design head conditions for the new lift station pumps.
- C. Kimley-Horn will prepare conceptual plans and attend a meeting with City staff to review and receive comments.
- D. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed lift station modifications. This work will include the design of new variable frequency drives (VFDs) and controls to be installed in the existing electrical room.
- E. Kimley-Horn will prepare 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed lift station and electrical improvements.
- F. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.
- G. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by the City.
- H. Kimley-Horn will respond to requests for additional information during the bid process and attend one pre-bid meeting conducted by City procurement staff. Kimley-Horn will review bid responses and assist the City with bid tabulations and Contractor reference checks.
- I. Construction administration services are not included in this scope of work.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-



Horn will provide the 90% project submittal within 90 days of the of the Notice to Proceed and the 100% project submittal within 45 days of receiving 90% comments.

Method of Compensation:

The Engineer will complete the above scope of services for a lump sum fee of \$52,763.00 inclusive of expenses.

Other Special Terms:

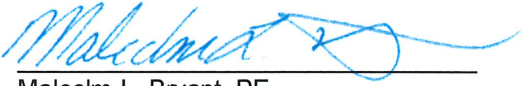
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Malcolm L. Bryant, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 4, 2020

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT:	East Master Lift Station Design	SHEET	1	OF	1
CLIENT:	City of Port Orange	FILE NO.			
KHA PM:	Lewis Bryant	DATE:			05/27/20
	City of Port Orange Approved Rates				

NO.	DESCRIPTION	DIRECT LABOR (MAN-HOURS)					Clerical	Technical	MAN HOURS	Subconsultant Fees	Kimley-Horn Labor Total
		Principal	Senior Professional	Professional	Professional	Professional					
		\$245.00	\$197.00	\$135.00	\$113.00	\$65.00					
1.0	East Master Lift Station Design	35.0	47.0	53.0	73.0	5.0			213.0		\$33,563.00
2.0	Electrical Design									\$16,600.00	\$2,600.00
	SUB TOTALS	35.0	47.0	53.0	73.0	5.0			213.0	\$16,600.00	\$36,163.00
										GRAND TOTAL	\$52,763.00



May 27, 2020

Ms. Cara Elliott, E.I.
Kimley-Horn
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470

Re: East Influent Pump Replacement
Port Orange, FL

Dear Ms. Elliot:

We are pleased to submit our proposal for engineering services for the above project. This letter contract following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to Kimley Horn (KH) and provides the agreed upon lump sum fee amount. We require an executed sub consultant agreement and purchase order as the official notice to proceed. Our services shall include completed tracings of drawings for the work, covering all phases of our design in an AutoCAD 2019 format including project specifications and opinion of probable costs for the work performed under this agreement.

Our scope of work is as follows:

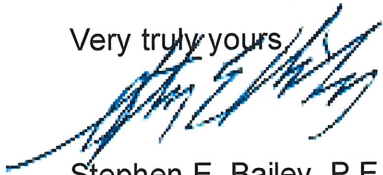
1. Site visit to perform required field investigation.
2. Electrical design associated with the east influent pump replacement, including installation of new VFDs and a pump control panel.
3. Submittals shall include the design and submittal of the 60%, 90% and 100 Submittal design drawings. BEC shall submit one (1) complete set of 11 x 17 drawings at each submittal stage and one (1) complete set of 22 x 34 drawings for bidding submittal. All additional reproduction shall be completed by others.
4. Submittals shall include the 60%, 90% and 10% Submittal level Specifications. BEC shall submit Word.doc files; all reproduction shall be completed by others.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this assignment will be based upon a Lump Sum Amount of \$16,600.00. Our scope of work shall be as outlined above. Services not specifically outlined above are excluded. Our fee for this work shall be payable as follows:

60% Design	\$	9,960.00
90% Design	\$	4,980.00
100% Design	\$	1,660.00
Total:	\$	16,600.00

SUPPLEMENTAL SERVICES - Any work requested by Constantine Engineering that is not included in one of the items listed in any other phase will be classified as supplemental services.

Very truly yours



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

TASK AUTHORIZATION NO. 17
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 17** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the **Design, Permitting and Bidding Assistance for the East Master Lift Station Pump Rehabilitation Project**; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 17 Exhibit "A."
4. Engineer shall complete the design services nine months from issuance of a written Notice to Proceed issued and executed by the City. Permitting and bidding assistance shall be provided consistent with the East Master Lift Station Pump Rehabilitation Project schedule as amended.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No. 17, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **Fifty-Two Thousand, Seven Hundred Sixty-Three Dollars (\$52,763.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Malcolm L. Bryant, PE, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4621]

EXHIBIT “A”

Engineer’s Scope of Services and Estimate

Consisting of 3 Pages

PORT ORANGE EAST MASTER LIFT STATION DESIGN

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

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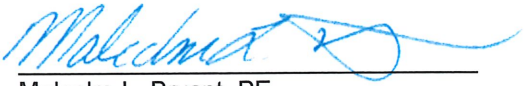
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ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Malcolm L. Bryant, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: February 4, 2020

TABLE A
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2.0	Electrical Design							\$16,600.00	\$2,600.00
SUB TOTALS		35.0	47.0	53.0	73.0	5.0	213.0	\$16,600.00	\$36,163.00
GRAND TOTAL									\$52,763.00



May 27, 2020

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Kimley-Horn
101 E Silver Springs Boulevard, Suite 400
Ocala, FL 34470

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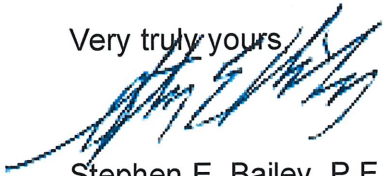
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100% Design	\$	1,660.00
Total:	\$	16,600.00

SUPPLEMENTAL SERVICES - Any work requested by Constantine Engineering that is not included in one of the items listed in any other phase will be classified as supplemental services.

Very truly yours



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE,*****

To be completed by Contractor:

YES _____ **We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:**

☒ Standard Contract for Service No. **CA4621**

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: **March 17, 2020**

To: **March 16, 2021**

Attached:

☐ Updated Bond

☐ Insurance Certificate/City as additional insured, Waiver of Subrogation WC

NO _____ **We do not desire to renew this agreement for another term.**

Verify your records by providing the following information:

Name of Company / Organization: Kimley Horn and Associates Inc.

Name of Contact Person: Malcolm Lewis Bryant

Mailing Address: 101 E Silver Springs Boulevard, Suite 400, Ocala, FL 34470

Email Contact Address: lewis.bryant@kimley-horn.com

Phone: (352) 438-3000 Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: _____ **Date:** _____

Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached

☒ Insurance attached **OR** ☐ Insurance waived per Agreement

Agreement Expiration: March 16, 2021

City Manager: _____ **Date:** _____

Please return to the City of Port Orange as follows:

Department: Department of Public Works & Utilities Telephone: 386-506-5596

Contact: Kynah Cockcroft, Sr. Administrative Assistant Fax: _____

Email: kcockcroft@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1433 478">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1433 451 1563 478">19445</td> </tr> <tr> <td data-bbox="816 478 1433 506">INSURER B : Aspen American Insurance Company</td> <td data-bbox="1433 478 1563 506">43460</td> </tr> <tr> <td data-bbox="816 506 1433 533">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1433 506 1563 533">23841</td> </tr> <tr> <td data-bbox="816 533 1433 560">INSURER D : Lloyds of London</td> <td data-bbox="1433 533 1563 560">085202</td> </tr> <tr> <td data-bbox="816 560 1433 588">INSURER E :</td> <td data-bbox="1433 560 1563 588"></td> </tr> <tr> <td data-bbox="816 588 1433 615">INSURER F :</td> <td data-bbox="1433 588 1563 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Company	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

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

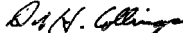
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		5268169	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	015893685 (AOS) 015893686 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim \$2,000,000 Aggregate \$2,000,000

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

The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Risk Manager 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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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (B8) Approval of the FY2021 Budget Calendar

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the FY2021 Budget Calendar

SUMMARY: Approval of the FY2021 Budget Calendar

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	FY21 Budget Calendar - DRAFT 05262020	FY21 Budget Calendar - DRAFT 05262020.docx
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Kevin Fall
Lupe Reyna-Coffin
Scott Neils
Jake Johansson
Robin Fenwick

Created/Initiated - 5/21/2020
Approved - 5/26/2020
Approved - 5/27/2020
Approved - 5/27/2020
Final Approval - 5/27/2020

FY2021 Budget Calendar

Date	Item
Friday, February 28	Human Resources sends notification to Department Heads to review their respective Organization Chart with authorized budgeted positions in Workday.
February 28 – March 19	Departments work with Human Resources to develop additional personnel recommendations. All requests for additional personnel should align with Strategic Plan
Friday, March 20	Departments submit new personnel requests to Human Resources with copies forwarded to Finance/Budget. Related forms requesting Fleet and IT Equipment for additional positions must be submitted.
Monday, April 13	Finance Distributes Capital Improvement Plan (CIP) documents to Departments.
Friday, May 1	Departments submit CIP requests to Finance.
May 4 – May 14	Finance meets with Departments to discuss CIP
Tuesday, May 26	City Council General Fund Visioning Workshop
Wednesday, May 27	Finance distributes budget packets.
May 27 – June 19	Finance creates drafts of preliminary budgets
Thursday, May 28	Community Development provides a list of new development to Finance, for revenue estimating purposes.
May 28 – June 5	Finance meets with Departments to review budget process and provide training for budget entry.
Friday, May 29	Finance finalizes initial CIP review and sends to CM for review.
June 1 – June 5	City Manager reviews CIP request with Finance and Departments
Tuesday, June 2	Budget Calendar submitted to Council for approval at their Regular Meeting.
Friday, June 5	Finance submits preliminary revenue estimates to City Manager.
Monday, June 8	Finance sends Draft CIP to City Manager and City Council
Monday, June 8	Budget system closes for department entry.
Tuesday, June 23	Budget Workshop with City Council on FY21 Budget (GF and CIP)

FY2021 Budget Calendar

Friday, June 26	Finance submits preliminary draft budget to City Manager and Departments.
June 29 – July 3	City Manager reviews preliminary operating and capital budgets with Department Heads.
July 1 (TBD)	Property Appraiser releases preliminary tax roll. (Form DR-420)
Tuesday, July 14	Budget workshop on all operating and capital budgets
July 6 – July 10	Council provides City Manager guidance.
July 6 – July 10	Finance adjusts budget as needed.
Monday, July 20	Preliminary proposed budget submitted to City Manager and Departments
Tuesday, July 28	Special Scheduled Council Meeting City Council sets proposed millage rate. City Council sets public hearing dates for tentative and final adoption (1 st hearing date must be within 80 days after certification of values and cannot conflict with County or School Board hearing dates).
Tuesday, August 4	Deadline for submitting proposed millage rate to Property Appraiser, and time, date, and place of 1 st Public Hearing to Property Appraiser (Form DR-420).
Tuesday, August 4	City Council adopts CIP Program in concept by Resolution. (Must be on or before August 15th).
Friday, August 28	Proposed budget is posted on website.
Wednesday, September 9 Special Meeting	1 st Public Hearing to adopt tentative millage (must be within 80 days but no earlier than 65 days after certification of values and cannot conflict with County or School Board hearing dates)
Friday, September 11	Advertise 2 nd Public Hearing with Budget Summary (within 15 days after the tentative budget hearing)
Wednesday, September 23 Special Meeting	Public Hearing to adopt final budget and millage resolutions (Must be within 20 days of first Public Hearing and cannot conflict with County or School Board hearing dates)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: Yes

SUBJECT: (B9) Approval to Write Off Utility Accounts Deemed Uncollectible

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write off of accounts as presented.

SUMMARY: Customer Service Division is requesting Council approval the write off utility accounts in the amount of \$19,446.96. These accounts are deemed uncollectible. They range from accounts terminated in 2010 to accounts in 2019.

The 764 Old Sugar Mill Road property is inactive - last bill in 2014. 48 Valley St - property is inactive and vacant since 2006.

Accounts with balances over \$50 are sent to collection.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	5.1.20 Utility Accounts for write off	5.1.20 Renter Utility Accounts (3).pdf
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Monica Marschick-Melendez
Scott Neils
Lupe Reyna-Coffin
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 5/1/2020
Approved - 5/4/2020
Approved - 5/4/2020
Approved - 5/27/2020
Approved - 5/28/2020
Final Approval - 5/28/2020

Proposed Utility Account Write-offs

Renter Accounts

#	Customer ID	Location Address	Termination Date	Amount of Write-off	Comments
1	180159-94	3543 Forest Branch Dr D	9/10/2018	\$ 105.25	Collection Agency Return-Uncollectible
2	124961-25150	4951 Spruce Creek Rd	10/25/2018	\$ 65.24	Collection Agency Return-Uncollectible
3	173839-29194	3528 Forest Branch Dr D	9/17/2018	\$ 144.71	Collection Agency Return-Uncollectible
4	111363-18876	136 Reynolds Cir	3/19/2019	\$ 59.48	Collection Agency Return-Uncollectible
5	10831-17609	13 Northwood Dr	6/17/2019	\$ 96.29	Collection Agency Return-Uncollectible
6	175443-37812	5521 S Williamson Blvd 405	3/3/2019	\$ 71.37	Uncollectible - Bankruptcy
7	89157-22406	1361 Arbol Grande Cir	4/3/2019	\$ 67.32	Uncollectible - Deceased
8	123549-25536	5424 Newman Dr	10/2/2018	\$ 67.36	Uncollectible - Deceased
9	161301-19855	315 Jefferson Ave	7/18/2018	\$ 10.62	Uncollectible
10	18027-18975	151 Piedmont Ave	4/3/2017	\$ 115.57	Uncollectible - Old Collections Agency
11	183341-20389	513 Commonwealth Blvd	10/1/2019	\$ 48.18	Uncollectible
12	184807-25288	5121 Pineland Ave C	11/12/2019	\$ 17.99	Uncollectible
13	145355-4995	4488 Hidden Village Dr	10/8/2019	\$ 48.46	Uncollectible
14	70787-9619	651 Tumblebrook Dr	9/26/2019	\$ 36.92	Uncollectible
15	178381-39168	5410 Cordgrass Bend Ln	9/6/2019	\$ 16.47	Uncollectible
16	170743-6583	1128 Bayview Ln	10/3/2019	\$ 9.28	Uncollectible
17	184069-23953	3780 Clyde Morris Blvd 1304	10/25/2019	\$ 19.14	Uncollectible
18	98037-2980	1472 Craig Ct	9/16/2019	\$ 47.10	Uncollectible
19	171541-35	3548 Forest Branch Dr D	9/16/2019	\$ 33.01	Uncollectible
20	179939-16144	5647 James Dr	11/14/2019	\$ 43.25	Uncollectible
21	123085-13042	87 Springwood Sq	10/1/2019	\$ 25.43	Uncollectible
22	83763-19096	173 Loquat Ln	9/9/2019	\$ 47.99	Uncollectible
23	178371-23955	3780 Clyde Morris Blvd 1306	9/23/2019	\$ 18.38	Uncollectible
Total Account Write-off-Renter				\$ 1,214.81	

Owner Accounts

#	Customer ID	Location Address	Termination Date	Amount of Write-off	Comments
1	20263-12537	764 Old Sugar Mill Rd	7/11/2014	\$ 11,981.53	Uncollectible
2	2479-17932	48 Valley St	3/1/2011	\$ 6,173.86	Uncollectible
3	127251-4013	1038 Tompkins Dr	10/4/2010	\$ 48.37	Uncollectible
4	96607-6872	429 Leslie Dr	3/5/2014	\$ 28.39	Uncollectible
Total Account Write-off-Owner				\$ 18,232.15	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-23 - Calling a Primary and Regular Election for the purpose of electing a City Council member for District 3 and a Mayor and providing for the qualifying period and election dates

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to adopt Resolution No. 20-23.

SUMMARY: The purpose of this resolution is to establish the qualifying period and election dates for a primary and regular election to elect a Mayor and Council Member for District 3.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Resolution Calling for Primary and Regular Elections	Resolution Calling for Primary and Regular Elections.doc
----	--	--

Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 5/20/2020
Approved - 5/27/2020
Approved - 5/28/2020
Final Approval - 5/28/2020

RESOLUTION NO. 20-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, CALLING A PRIMARY AND REGULAR ELECTION FOR THE PURPOSE OF ELECTING CITY COUNCIL MEMBER FOR DISTRICT 3 AND MAYOR; PROVIDING FOR QUALIFYING DATES AND ELECTION DATES; AUTHORIZING THE CITY CLERK TO MAKE ALL ARRANGEMENTS NECESSARY FOR SAID ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2008-35 approved by the City Council amended the Charter and established elections dates, a qualifying period and terms of office; and

WHEREAS, the Charter of the City of Port Orange, Florida, provides that a primary election and a regular election, if needed, shall be held in even-numbered years for electing city council members (including the Mayor).

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

Section 1. A primary election for Council Member in District 3 and Mayor shall be held eleven (11) weeks prior to the first Tuesday after the first Monday in November, 2020, to wit: August 18, 2020.

Section 2. A regular election for Council Member in District 3 and Mayor, if needed, shall be held on the first Tuesday after the first Monday in November, 2020, to wit: November 3, 2020.

Section 3. The qualifying period of the above described primary and regular elections for the City of Port Orange shall begin on Monday, June 8, 2020, at 12:00 noon. The final time of qualifying shall be Friday, June 12, 2020, at 12:00 noon. No petitions to qualify will be accepted by the City Clerk after that date and time.

Section 4. In the event not more than one person qualifies as a candidate for a designated seat on the City Council to be filled at an election, that seat shall not be listed on the primary or regular city election ballot. Each unopposed candidate shall be deemed to have voted for himself/herself.

Section 4. The City Clerk is authorized to make all necessary arrangements for the above-described elections in accordance with the Charter of the City of Port Orange and applicable state law.

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

—

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the ____ day of June, 2020.

Reviewed and Approved:

Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (E13) Annual Report from ArtHaus

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The City has a lease agreement with ArtHaus for the city owned building at 3840 Ridgewood Ave. ArtHaus provides art education and cultural enrichment to the community as a whole. In return, the city leases its building to the organization for free. As part of the agreement, ArtHaus is required to provide an annual report to the City to highlight its accomplishments.

Ms. Cameron Vinston, Executive Director of ArtHaus is presenting this evening on this year's accomplishments.

Project No.: Funding Account No.:

Presenter: Cameron Vinston

ATTACHMENTS:

1.	2019 ArtHaus Annual Report PDF	2019 ArtHaus Annual Report PDF .pdf
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Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 1/8/2020
Approved - 1/8/2020
Final Approval - 1/23/2020

MEMBERS

Andy & Kate Ring	David Lowe, DDS	Grady & Sharon Owens	Kathleen McCammon	Nancy & Robert Maddox
Ann Pintiliano	David Mixon	Gwen Tarantino	Kelly Ferguson	Nancy Epps
Anne Faircloth	David Santiago	Heather Bond Vargas	Ken & Monique Fischer	Nancy Lohman
Beth Dobberstein	Dennis & Ellen McNamera	Jack & Kathy Ottoson	Ken Parker	Paul Hart/Hartpro Realty
Bill & Terra Good	Dolores Johnson	Jacquelyne Thomas	Kevin & Ashley Lee	Ray & Mary Kenzik
Bob & Marilyn Ford	Don & Anita Burnette	James C. France	Kim Carnago	Regine Schutt
Bob & Merelyn Goldsmith	Don & Pam Ariel	Jay & Amy Taylor	Lane & Jane Jennings	Robert Denninger
Bonnie Deigh	Donald Moore	Jay Adams	Larry Kaplan	Roberta Favis
Brian & Kasey Layman	Dorothy Parker	Jeanne Keiper	Lee & Laura Walker	Robin King
Bryce Hammond	Ed & Pauline Lacey	Jeanne Tanke	Lee Kimball	Ron & Betty Nowvishie
Cameron Vintson	Ed & Rose Micara	Jennifer Wenzel	Liz Francati	Rose & Ed Micara
Carl & Cheryl Lentz	Ed Dimayuga	Jerrie Ann & Lee Faircloth	Lori Staudt	Ruth Neetz
Carl & Mary Jo Browning	Eleanor Evans	Jim & Ellen O'Shaughnessy	Maggie Thompson	Sandra Morris
Carl Persis	Fay Landers	John & Patty Ruane	Marla Basli	Sean & Angie Browning
Carol Ahmed	Fred & Allison Annon	John DiCesare	Mark Andersen	Sherman N. Coleman
Carol Provancher	Fred & Linda Costello	John Trost	Mark Dickinson	Stephen & Gina Sevigny
Carolyn Sue Fitton	Fred & Suzi Preston	John Wilton	Mark Dowst	Teresa Kaczmarek
Charles Lichtigman	Gary & Kate Clark	Joie Alexander	Mark Wagner	Thomas Russ Meachem
Cici & Hyatt Brown	Gary Libby	Joni Hunt	MaryAnn Richardson	Travis & Mindy Browning
Dan Drake, D.D.S.	Glenn & Connie Ritchey	Judy Andersen	Michael Nunn	Wanda Chan
Danny Crile	Laurie Gomon Ring	Juliana Romnes	Michael Somai, D.D.S.	Wanda Kowitz
Dave & Barbara Alexander	Gordon Noseworthy	Kate Kellen	Mike Nelson	

GET INVOLVED!

VOLUNTEER your time and lend a hand with ArtHaus' many programs & events!

ENROLL yourself or a loved one any of our youth or adult art classes!

SPONSOR one of our fundraising events or an ArtHaus Scholarship!

DONATE to one of our many programs or exhibitions!

ArtHaus is a 501(c)3 non-profit organization and all monetary and In-Kind Donations may be tax deductible. Though ArtHaus is a small non-profit, our footprint in Volusia County is mighty!

We serve artists of all ages through the gracious donations of our community.

Visit our website to learn more at www.arthaus.org or call us at 386.767.0076.





PRESIDENT'S REPORT

RON NOWVISKIE

This past year, ArtHaus' reputation as being an active, creative and enlightening place for children was never more evident. We continued to be a catalyst for art education in the community, supporting school art educators, and connecting artists with schoolchildren and adults through an array of after-school, evening, and summer art classes and experiences. During the year, we refocused our art outreach efforts at Boys & Girls Clubs and Pace Center for Girls, and initiated new programs for children at Halifax Urban Ministries Hope Place and Easter Seals. Children are given the opportunity to explore their creativity and then see their works on display in our gallery. As you read this report, you will learn of ArtHaus' many accomplishments during the past year.

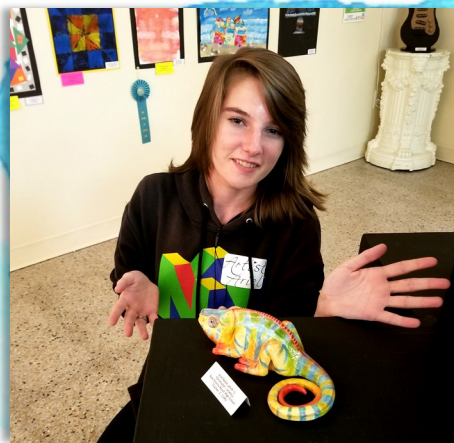
I would also like to express my sincere appreciation to our supporters, business partners, donors and volunteers who contributed so much to make 2019 a success — especially the City of Port Orange, the County of Volusia and the generosity of the Rotary Club of Daytona Beach West. We were able to secure some new funding sources and finish the year with a surplus, which is always a challenge for small non-profits like ours. A special thank you also goes out to Michelle Connors for being our 2019 Fun & Funky Dinner honoree. Her enthusiasm and generosity made the event one of our most successful.

This past year marked our 20th Annual Street Painting Festival held in conjunction with Port Orange Family Days. The event is unique to this part of Florida and was again successful despite some rain on the opening day. I want to thank our artists, staff, board members and volunteers who worked so hard to make the event a reality, and also the Port Orange Community Trust for again providing the venue.

This past year was our new Executive Director Cameron Vintson's first full year on the job and she wasted no time in putting her mark on the organization. Her enthusiasm for our mission and especially our new outreach efforts is infectious, and her very adept marketing and management skills are on display every day. Her tireless efforts on behalf of the organization are deeply appreciated, as well as the fine job done by our teachers, office staff and volunteers. Year after year, the quantity and quality of our programs and exhibits continues to improve, entirely due to the efforts of our staff and volunteers. I thank them for another year of dedicated service to the organization and the kids we serve. We also mourn the passing of Glenn Ring, the husband of board member Lori Gomom Ring, who was a wonderful volunteer and friend of ArtHaus for 20+ years.

ArtHaus continues to benefit from a dedicated and hard-working Board of Directors. It is a pleasure to serve with them, and I appreciate their enthusiasm, guidance and support.

It is my honor to serve as President of this wonderful organization, and I thank you for the opportunity and your support. With your continued support, ArtHaus will continue to use the power of art to engage, motivate and inspire young people in our community to be the very best they can be.



SHERMAN COLEMAN

TREASURER

2019 Sponsor Hall of Fame



2019 Donor Hall of Fame

MAGGIE THOMPSON
RON & BETTY NOWVISKIE
JAMES & SHARON FRANCE
MARILYN FORD

FINANCIAL STATEMENTS

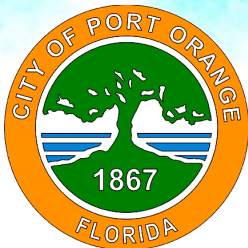
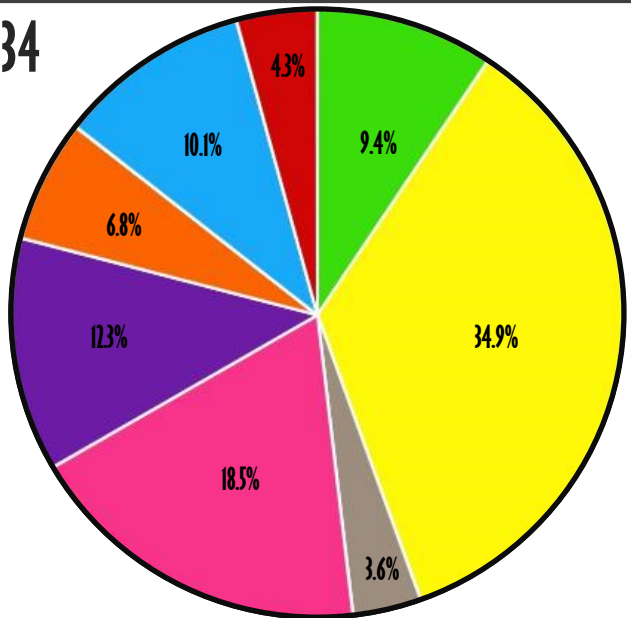
2019

Comparative Statement of Activities : Years ended December 31, 2018 & 2019

	2018	2019
Revenue and Support		
Fundraising Events & Activities	\$ 40,815	\$ 46,597
Programs & Exhibitions	27,173	27,850
Contributions, Gifts, & Grants	6,531	12,625
In-Kind Rent - City of Port Orange	38,083	38,083
County of Volusia Cultural Grant	9,228	9,407
Total Revenue & Support	\$ 121,830	\$ 134,562
Expenses		
Employee Salaries	\$ 65,201	\$ 62,803
In-Kind Rent - City of Port Orange	38,083	38,083
Fundraising Activities & Events	8,410	7,269
Occupancy & Utilities	6,915	7,220
Printing, Publication, & Postage	5,921	6,400
Other	4,784	7,054
IT Equipment, Software, & Services	2,476	1,946
Total Expenses	\$ 131,790	\$ 130,775
Change in Net Assets,	\$ (9,960)	\$ 3,787
Net Assets, Beginning of Year	\$ 15,961	\$ 6,001
Net Assets, End of Year	\$ 6,001	\$ 11,987

2019 INCOME : \$97,134

- Fun & Funky : \$33,937
- Summer Art Camps : \$17,995
- Grants : \$11,957
- Tuition Based Classes : \$9,855
- Street Painting Festival : \$9,119
- Donations : \$6,591
- Annual Giving : \$4,139
- ArtLife : \$3,541



HALIFAX HEALTH





ADMINISTRATION REPORT

MERELYN GOLDSMITH
VP OF ADMINISTRATION

ArtHaus has made the transition from Laurie Ring as Executive Director to Cameron Vintson and she has done a spectacular job! We are so lucky to have found her. She has been able to reduce expenditures in many creative ways that has saved ArtHaus thousands of dollars and helped us maintain our 2019 budget. We had a few changes this year. Juliana Romnes requested to step down as a board member and Ed Klein stepped down as Adult Painting Class Instructor. Our contract with our server company, Mokony Inc expired and Cameron has taken over the care of standard maintenance of our server and computers. In December of 2019, ArtHaus hired a new Office Assistant, Savannah Zanosky. She has stepped in beautifully and we are so happy to have her aboard. Despite the fact that ArtHaus was broken in to and vandalized, we have continued to make efforts to beautify and keep ArtHaus safe, both inside and out. ArtHaus will be recruiting students to create colorful artistic flowers out of corrugated plastic to “plant” out front. We also have a new logo for ArtHaus to refresh and update our image in the community. Cameron has been extremely busy this year applying for grants. She completed the Volusia County Grant on time and ArtHaus received a 90.4% rating. She also applied for the County License Plate Mini Grant to help support our new Easter Seals program, The Wells Fargo Arts & Culture Grant, and the Walmart Community Giving Grant. Cameron has started new programs and revamped older ones so that ArtHaus can be of more help within our community. We have teamed up with various other youth oriented non-profits from around the community to provide art therapy lessons for those in need. Port Orange Community Trust, Hope Place, Halifax Urban Ministries, Easterseals, The Children’s Home Society, PACE Center for Girls, Volusia/Flagler Boys & Girls Clubs, and Food Brings Hope were our youth non-profit program partners for 2019.

I wish to thank Cameron, Savannah, our devoted volunteers, and our outstanding Board Members for their dedicated hard work to make ArtHaus the wonderful organization that it is today.

OUR JOURNEY

ArtHaus Foundation was named in the spirit of the Bauhaus, a government sponsored school of art, architecture, and design. Bauhaus served as a foundation for uniting artists and schools of thought, elevating each to a new level of understanding through association. This unification extended to its teaching programs in which feeling & thinking, intuition & intellect, and expression & construction belonged inextricably together. ArtHaus Foundation furthers these ideals by uniting artists, teachers, students, and patrons through its programs.

In 1994, Tim Ludwig and the Spruce Creek High School Art Department realized an important element was missing from the students’ education. Art students lacked a professional venue to display their work and complete the artistic experience. This concept led to the ArtHaus student Gallery. In 2000, ArtHaus, with the help from the city of Port Orange, moved to our current facility which includes our Student Art Gallery and the Dorothy Johnson Center for Arts Education.

Over the years, ArtHaus has fought to expand its vision to benefit all of our Volusia County Children by showcasing student exhibitions, providing arts education programs, and developing outreach programs to artistically benefit children through all walks of life. ArtHaus has grown into the new millennium with a mission that focuses on inspiring the creative spirit of everyone in our community.

Today, ArtHaus provides art therapy programs for underprivileged, at-risk, and special-needs youth. We offer art scholarships for tuition and art supplies to our Volusia County Students while supplementing art classroom supplies in Volusia County Schools. We invest in the cultural future.

Join us as we strive to fulfill our mission of:

“Instilling the Spirit of Creativity & Self-Expression in Our Youth & Community.”



PROGRAMS & EXHIBITIONS

LAURIE GOMON RING
VP OF PROGRAMS & EXHIBITIONS

ArtHaus experienced a whirlwind of activity throughout 2019 particularly evident in our programs and exhibitions! Our new executive director hit the floor running and didn't stop all year long. Cameron worked her magic adding new exhibits, new exhibit venues, and exciting programs that impact many local and underserved youth.

The well oiled ArtHaus Gallery schedule continued with the eight traditional exhibits such as the whimsical Wee Create: Kindergarten Only show, and the amazing AP Studio Art exhibit, among others. Every exhibit was filled with creative treasures of expression by youth, teens and adults that represented a unique view of their world of ideas and impressions. During 2019 over 1,311 were able to view the artwork in the ArtHaus Gallery receiving cultural enrichment and food for the soul. 638 young artists of all ages showcased their art in our Gallery. There were 3 exciting additional Gallery exhibits, each extremely significant to ArtHaus and our mission. The annual Spruce Creek High School Exhibit devoted to the origins of ArtHaus was expanded to include the IB International Baccalaureate Art Portfolios for the first time ever! We so look forward to showcasing these IB artists in future years. Another inaugural exhibit showcased the 2019 graduating Senior Photography class from UCF. The six artists painted the gallery and installed their entire display of photographs themselves! The third exciting new exhibit just happened in early January #HAPPY showcased artworks created during the newly revised 2019 ArtLink program at the local Boys & Girls Clubs. Cudos to Cam for restarting ArtLink, re-establishing our important partnership with the Boys & Girls Clubs of Volusia and installing an art exhibit of created artworks.

New Art awards were added to the AP Studio Art Exhibit in 2019. The Dorothy Johnson Best in Show Award accompanied by awards for best in 2D, 3D, and digital/ photography. In addition, an AP Teacher of the Year award was presented to Karen Richter from Pine Ridge HS. ArtHaus continued to use many locations out in the community to showcase creative expression by our youth. Exhibits were rotated throughout the year at the Port Orange City Hall, the Daytona PlayHouse, Chef Papa's Cafe and until recently the Daily Grind restaurant. New outreach locations were added at 6 Offices of All Aboard Storage and the Daytona Board Store. During 2019, over 32,000 folks had personal uplifting encounters with ArtHaus Student art exhibits in all of these venues.

Our programming has stayed strong and consistent and was expanded to add several new outreach art classes for underserved youth. Art Reach @ Easter Seals began in early September, provides monthly classes for children with autism, 3-5 years of age. Cameron documented a baseline for the young artists' abilities during the first class in the form of assessments & a self portrait used as a control. Throughout the school year, two more self portraits, and 3 more assessments will follow. This will provide qualitative data for future grants while allowing the curriculum to develop around the pace of the children. Marla Basli has thus far developed this evolving curriculum and now teaches the classes at the Easterseals facility. Art 4 Hope offers monthly art lessons at Hope Place in their After School Program. Monique Fischer teaches these classes with the help of volunteers. The artwork created by youth living in the Hope Place Family Shelter will be framed and displayed in their homes and around the campus. Last year Cameron was also able to resurrect the ArtsPACE program at the Pace Center for Teen Girls. These monthly classes filled with interested young girls who greatly benefit from opportunities to express their feelings and thoughts in their art. Cameron also brought back the ArtLink program with local Boys & Girls Clubs with the help of Director Rex Hoffman.

The ArtHaus onsite classes continued throughout 2019 with Marla Basli teaching Tuesday Adventures in Art for 5 years and older and also added a Tuesday Children's Painting class. Monique continued to teach the popular Art of Drawing classes but moved them to a later hour to accommodate the new Middle School hours. At the end of 2019, Ed Klein retired from teaching his adult painting classes. We appreciate all the years he devoted to teaching adults here at ArtHaus and wish him well. The 2019 ArtHaus Summer Art Camp was quite a success due to early promotion and increasing the classroom area. Each of the 7 unique weeks covering a variety of Mythical and Magical Creatures from around the world was filled with 143 excited and inspired young artists who learned art techniques, art history, teamwork and the wonders of creative expression. Many of these artistic creations were included in a month long exhibit here in our gallery that opened in early August. 19 scholarships to camp were provided by generous ArtHaus patrons. Once again during 2019, the 8 weeks of South Daytona's Summer Camp sponsored by the Parks & Rec included weekly art lessons provided by ArtHaus and taught by Lauren Berkowitz.

It is obvious that the State of the ArtHaus Mission of providing youth and adults opportunities to showcase their unique expressions and to provide programs that inspire creativity and self expression is Strong! ArtHaus has grown immensely in this past year and our amazing new Executive Director Cameron Vintson has only just begun!



2019 OUTREACH PROGRAMS

Our ArtHaus Outreach Programs provide art therapy to underprivileged, at-risk, and special-needs children throughout Volusia County.

ARTREACH @ EASTERSEALS



ArtReach @ Easterseals is an art therapy program for children with Autism, ages 3-5, at the Easterseals Charter School in Daytona, Florida. Our Lead Instructor Marla Basli creates an art curriculum designed to help these children further develop fine & gross motor skills, communication, socialization, and emotional expression through art.



ART4 HOPE



Art 4 Hope is an art therapy program for children residing at Hope Place Family Homeless Shelter. These sessions are aimed towards helping the children find bravery and confidence through art. Lead Instructor Monique Fischer develops the curriculum to nurture each child's creative individuality while allowing them the opportunity to learn new and exciting techniques & skills.



ASK HOW YOU OR SOMEONE YOU KNOW CAN HELP SPONSOR THESE PROGRAMS!

ARTLINK



ArtLink is an art enrichment program that partners with the Boys & Girls Club of Volusia & Flagler Counties. Lead Instructor Cameron Vintson and her team travel all over Volusia County to each location to provide art programming for the Clubs' most enthusiastic artists. Each of the Club sessions incorporate art history, lessons in new techniques, and a fun-inspired project. The goal of these sessions is to inspire each child through the creative process while nurturing their love for art.



ARTSPACE



believing in girls

ArtsPACE is an art therapy program that takes place at the PACE Center for girls in Ormond Beach. Lead Instructor Cameron Vintson incorporates goal oriented team building exercises, art history, and self-esteem development into the each session's art composition. The goal of each exercise is to build on each girl's courage & self-confidence and bond with their group while allowing for artistic self-expression.



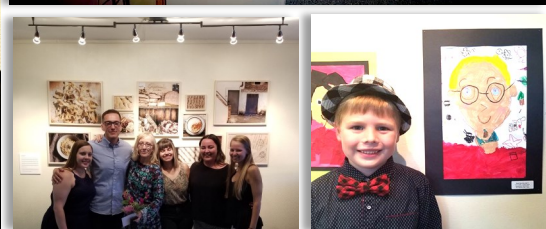
ARTCONNECT



ArtConnect is a social inclusion art program that partners with the Children's Home Society of Florida. This program offers scholarships to local children in foster care for art classes and camps. While learning new ways to create art, the children are able to experience normal interactions with others in their age group and build new friendships in their community.



ARTHAUS EXHIBITIONS²⁰¹⁹



In 2019, our ArtHaus Gallery showcased 638 Artists and 1,311 community patrons enjoyed the enriching and inspiring displays.

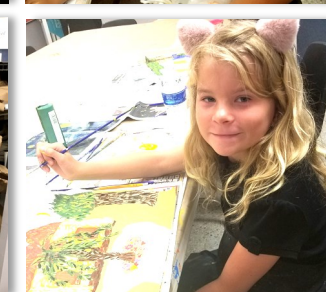
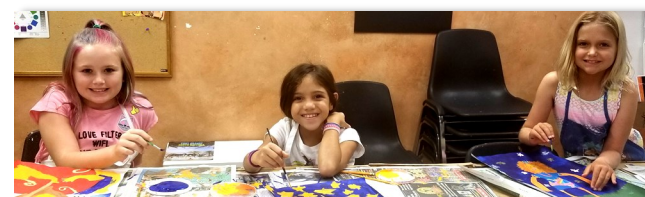
"Wee Create"	1/17 - 2/8
Volusia County Kindergarten Exhibit	
"Volusia County AP"	2/15 - 3/15
AP Studio Art Exhibit	
"MMXIX"	4/27 - 4/30
UCF Photography Graduation Exhibit	
"Making Our Mark"	3/28 - 4/24
Volusia County Middle Schools Exhibit	
"Idioms"	5/2 - 5/28
Spruce Creek High School Exhibit	
"IB ART SHOW"	5/5 - 5/28
Spruce Creek IB Graduation Exhibit	
"A Look Back in Summer Colors"	6/1 - 6/30
History of ArtHaus Summer Art Camps Exhibit	
"Making Waves"	7/10 - 7/28
Fun & Funky Michele Connors Exhibit	
"Magical & Mythical Creatures"	8/8 - 9/6
Summer Art Camp Exhibit	
"Volusia Art Educators"	9/20 - 11/8
Volusia Art Teacher Exhibit	
"Extended Display"	11/14 - 12/13
Halifax Art Festival Student Show Exhibit	

2019 ARTHAUS CLASSES

Our Arts After School Program is a series of art classes for children ages 5-18 designed to further their technical and creative skills in new and exciting mediums.

Tuesdays:
Adventures in Art, Instructor : Marla Basli
Creative Painting, Instructor : Marla Basli

Thursdays:
The Art of Drawing, Instructor : Monique Fischer



SUMMER ART CAMPS²⁰¹⁹



ArtHaus creates Summer-long Artistic Fun through both the ArtHaus Summer Art Camp and the South Daytona Summer Youth Camp.

Our ArtHaus Summer Art Camp offers a summer-long art camp in seven weekly sessions for kids who wish to learn about and create art. In 2019, our theme was "Magical & Mythical Creatures." Campers learned about mythological creatures from dozens of cultures around the world. Our art camp teachers made this year truly magical!

Weeks 1 & 2 : Margaret Williams
Weeks 3 & 4 : Jeanne Ramsey
Week 5 : Monique Fischer
Weeks 6 & 7 : Marla Basli

2019 OUTREACH EXHIBITIONS

Daily Grind : Quarterly Exhibitions
Chef Papa's Café : Quarterly Exhibitions
Port Orange City Hall : Quarterly Exhibitions
All Aboard Storage : Quarterly Exhibitions
Daytona Beach Board Store : Quarterly Exhibitions

Street Painting Festival
Port Orange Spring Family Days
Walmart's Back to School Bash

Fun & Funky Dinner
ArtLife Rotary Dinner
2019 HHS Mutt Strutt



In 2019, our Outreach Exhibitions showcased 327 Artists, allowing 92,786 community patrons to enjoy the captivating displays of art all around Volusia County.



21ST ANNUAL FUN & FUNKY DINNER HONORING MICHELE CONNORS



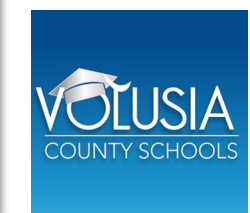
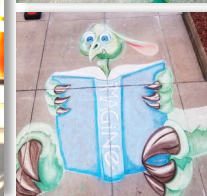
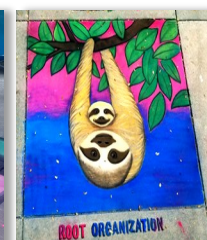
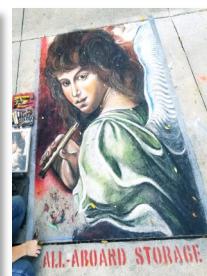
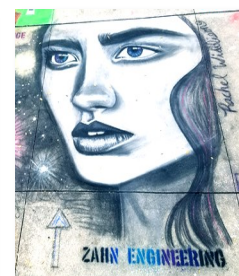
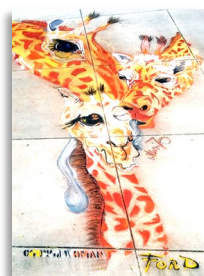
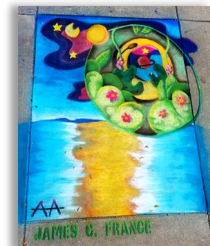
Honoring Michele Connors

Making Waves
In Volusia County



In 2019, ArtHaus honored local businesswoman and philanthropist Michele Connors for her generous nature and outreach work throughout Volusia County. The dinner honoring Michele was held on June 7 at the Cici & Hyatt Brown Museum of Art in Daytona Beach and was attended by over 150 ArtHaus Supporters and fans of Michele and her work.

20TH ANNUAL STREET PAINTING FESTIVAL & CHALK ART COMPETITION



On September 28 & 29 of 2019, ArtHaus held it's twentieth annual Street Painting Festival & Chalk Art Competition at Port Orange Family Days. Over 40 artists participated in this fun filled event, providing a two-day live chalk art demonstration for the community. These breathtaking works of art graced the City Center Plaza for months before beginning to fade.

2ND ANNUAL ARTLIFE DINNER WITH THE ROTARY CLUB OF DAYTONA BEACH WEST

On April 25 of 2019, the Rotary Club of Daytona Beach West sponsored the second annual ArtLife Dinner benefiting ArtHaus and Volusia County Title I Schools. This fun filled event was held at the Cici & Hyatt Brown Museum of Art and featured a live & silent auction of local art along with a "Sponsor a Classroom" Youth Art Auction.





COMMUNICATIONS REPORT

TERRA GOOD
VP OF COMMUNICATIONS

As Vice President of Communications, it has been a pleasure to assist Arthaus in serving our community by helping to inspire artistic talents! This past year has been filled with wonderful opportunities to develop artistic pursuits in Volusia County. Thanks to the remarkable efforts of the Arthaus staff, along with the support from our committed volunteers and board members. Arthaus continues to grow and evolve!

Arthaus continues to publicize the organizational mission through advertising, public relations efforts, and through our website and social media, and we are happy to say that 2019 has been an outstanding year. Thanks to our devoted staff, we continue to have a consistent presence in local media coverage, social media, and email outreach. Social Media and website traffic is increasing daily. Arthaus is frequently listed in the News Journal's Gallery Happenings in Friday's 386 section, Hometown News, East Coast Current, and the Ormond and Port Orange Observer.

We have made huge advances in all of our social media platforms including Instagram, Twitter and Facebook. Cameron has made huge efforts to make updates daily and provide new and exciting content. Our Facebook postings were extremely influential in recruiting new students for our summer camps. We are happy to report that likes and shares have increased on all of our social media sites. Savannah has even started to revamp the Arthaus' Twitter, Instagram, and Pinterest accounts. Please continue to like and share the posts!

The Arthaus website remodel is ongoing in draft form and will be unveiled very soon. A social media event will be created to bring hype to the remodel. The new design will feature a more user-friendly program navigation while clarifying who we are and what we do as a youth art non-profit organization.

Arthaus will continue to strive to fulfill the organization's mission and outreach for art education and cultural enrichment in our community through our continued communication and public relations efforts. We are all looking forward to another prosperous year for Arthaus in 2020!

Meet Emily Childers, recipient of the 2019 Arthaus Future in Arts Scholarship.

The Future in Arts Scholarship is awarded to a senior Volusia County art student who exhibits exemplary passion and love for art. Emily applied for this scholarship to help defray the costs of course supplies for her freshman year at UCF. Arthaus was proud to award Emily \$250, which covered the majority of her Fall & Spring Courses supplies requirements. Congratulations Emily: Go forth and make an artistic difference!



RESOURCE DEVELOPMENT

ANN PINTILIANO
VP OF RESOURCE DEVELOPMENT

It was a pleasure to serve as Vice President of Resource Development in 2019. It is always a challenge to find ways to raise money each year, and Cameron took it on with a vengeance. She hit the grounding running in 2019, and developed and found funding for several new programs that directly impact the underserved children in our community.

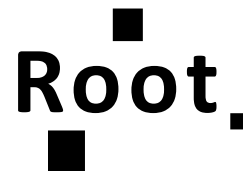
The Volusia County Cultural Grant Application was submitted in April and approved for the total of \$9,866. Paid tuition revenue made many of the new outreach programs possible. Throughout the year, Cameron applied for several new grants, and was awarded the State of Florida License Plate Grant for funding towards our new Easterseals Art Therapy Program.

The Rotary Club of Daytona Beach West again held the ArtLife Fundraiser on behalf of Arthaus and raised \$3,541 for our programming and our mission. As always, Daytona Beach Bingo proved a staunch supporter of our programming, and donated over \$2,000 throughout the year.

Our adult classes and Arts After School Classes brought in a combined \$9,855 while our Summer Art and South Daytona camps brought in \$17,995, an increase of over \$3,000 from the year before. The 2019 Fun and Funky Dinner honored Michelle Connors for her service in our community. \$33,937 was raised from this annual fundraiser, generating over \$15,000 more than last year. What a fun night! Despite the rainy weather early on, the 20th Annual Street Painting Festival was a success. Our gross income was \$9,120.

Our regular Annual Giving letters were created again by Cameron and raised \$5,359. We cut quite a few expenses this year by bringing on Cameron. Through her detail oriented loyalty to our budget, Cameron has proven a true asset!

Thank you for allowing me to be on the Executive Board, I enjoyed every moment of it!





Officers

Ron Nowvskie
President

Merelyn Goldsmith
Vice President of
Administration

Terra Good
Vice President of
Communications

Laurie Gomon Ring
Vice President of
Programs & Exhibitions

Ann Pintiliano
Vice President of
Resource Development

Sherman Coleman
Treasurer

Directors

Don Ariel
Marla Basli
Ed Dimayuga
Ted Doran
Kelly Ferguson
Monique Fischer
Marilyn Ford
Bryce Hammond
Jim O'Shaughnessy
John Trost
Lee Walker

Executive Director

Cameron Vintson

ArtHaus Staff

Savannah Zanosky

2019 ARTHAUS MVP'S GRANTS • SPONSORS • DONORS

ArtHaus would like to thank the following individuals, businesses, and foundations for their unwavering support in 2019 that allowed our organization to humbly serve our community.

Benefactors : \$5,000 - \$10,000

The City of Port Orange & Volusia County Cultural Grant

Builders : \$500 - \$4,999

Maggie Thompson ★ Halifax Health ★ Volusia County Council

Daytona Beach Racing & Card Club ★ Raymond James ★ Councilwoman Marilyn Ford

Daytona International Speedway ★ Doran Sims Wolfe & Ciocchetti & Yoon ★ Florida Hospital

Florida Power & Light ★ G&S Good Environmental ★ Jim & Sharron France ★ Halls for Hire

Ron & Bettie Nowvskie ★ Root Company ★ Gwen Tarantino ★ Rotary Club Daytona Beach West

Thomas Ruse Meachum ★ Bahama House ★ Cobb Cole ★ Hyatt & Cici Brown ★ Jeff Feasel

John DiCesare ★ Massey Services ★ Natural Concepts Revisited ★ Taylor Farms ★ Walmart

Patrons : \$100 - \$499

Lowe Orthodontics • Mary Ann Richardson • Zahn Engineering • Heather Bond Vargas • Robert Denninger
Giles Electric • Jack & Kathy Ottoson • Joie Alexander • Robert Favis • Couchman Printing • Daytona Playhouse

Gary & Kate Clark • Lori Staudt • Reginea Schutt • Bryce Hammond • David Santiago • Fred Costello

Glenn & Connie Ritchey • Gordon Noseworthy • Joni Hunt • Liz Francati • Michael Nunn • Nancy & Robert Maddox

Anne Faircloth • Carl & Mary Jo Browning • Drs. Stephen & Gina Sevigny • Elly Evans • Kathleen McCammon

Keith & Theresa Kaczmarek • McNamara Construction • Nancy Lohman • Sean & Angie Browning • Wanda Chan

Wanda Kowitz • Rose & Ed Micara

In-Kind Donations

All Aboard Storage • Amish Home Furnishings • Backpack Software • Bahama House Resort • Bee Line Rentals
BJ's Wholesale • Couchman Printing • Crossfit Port Orange • Daytona Beach Board Store • Daytona Escape Room
El Caribe Resort • Extreme Striping • Krispy Kreme Doughnuts • Marjorie's Rugs • The Marine Science Center
Marine Discovery Center • My Adornments • Natural Concepts Revisited • Pat's Riverfront Café • Port Orange Subway
Port Orange Community Trust • Publix • Mon Delice Bakery • Nova Road Subway • Sandy Point • S.R. Perrott
Skip's Garden • Studio Bleu • The Daily Grind • Three Brother Boards • Tic Tok • Tom Papa & Chef Papa's Café
Triad Neija Academy • Tomoka Brewing Company • Vonda's Hair Salon • Walmart

AN ARTHAUS LEGEND . . .

In 2019, we said goodbye to an ArtHaus Legend. Glenn Ring, husband of ArtHaus Co-Founder and Board Member Laurie Gomon Ring, passed in September of 2019. For over 20 years, Glen dedicated hundreds of volunteer hours to aid in fulfilling the ArtHaus mission. From installing student exhibitions in our gallery to helping with set up for all of our major fundraising events, Glenn's dedication to our youth organization was in itself, a work of art.

ArtHaus shall forever hold his kind smile in our hearts.



DIRECTOR'S REPORT

CAMERON VINTSON
EXECUTIVE DIRECTOR

2019 proved to be a fun and exciting year for ArtHaus. As our programs and operations evolve, it is so important to thank our amazingly supportive community for allowing us to follow our mission and serve and inspire through art. Humble thanks also goes to our Volusia County Art Educators for their dedication to our youth's artistic future.

Art is a fundamental cornerstone of human culture, and as such, is vitally important for cultural growth - especially in that of our youth.

Through our programming this year, we were able to increase self-esteem, nurture creative development, provide healthy forms of self-expression, and lift the spirits of so very many young and deserving children. At the end of the day, this is what ArtHaus is about. There are so many children in our community, from all walks of life, that find themselves bereft of emotional support, and thus founder from time to time. Our dream is to impact these children, and all children, through art. By encouraging our youth to explore the world through art, we hope to help them find courage, passion, and confidence.

Our galleries allow our youth to complete the creative process by displaying their work for peer review. Only then is a young artist truly able to view their own work objectively, allowing for technical and creative development. These student exhibitions also provide a bridge through all generations in our community by connecting the viewers with our future's creative minds.

Going forward, we will continue to serve as a cultural and artistic resource for all ages in our community. We will help pave the way for better quality of life, doing so through art.

It is an honor and a privilege to serve the Volusia County community and its youth through ArtHaus.
Working together, we can make an artistic difference.

ARTHAUS LENDS A HELPING HAND

Throughout 2019, ArtHaus made it a mission to partner with our fellow local organizations in order to further impact our community through art.

Fun-filled partnerships of 2019

Halifax Urban Ministries Empty Bowls
Hope Place Family Homeless Shelter
Fundraiser

Halifax Humane Society's Mutt Strut

Port Orange Community Trust
Spring Fair Kid Zone

Port Orange Walmart's
Back 2 School Bash Student Fair

Halifax Urban Ministries & ArtHaus
Empty Bowls @ Hope Place 2/2019



Walmart Kids Back to School Bash 8/2019



9th Annual Daytona Beach Mutt Strut 4/2019



Port Orange's Spring Family Days, 3/2019





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (F14) First Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001) (continued from March 17, 2020)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-7 amending Chapters 2, 12, and 17 of the Land Development Code.

SUMMARY: Planning Commission Recommendation (2/27/20): Recommended Approval

Cameron General Contractors, Inc., together with Resort Lifestyle Communities, is requesting approval of a Land Development Code text amendment to the PC-A Workplace District zoning category, in conjunction with a proposed aged restricted Senior Independent Living Community in the PC-A Workplace District. The PC-A Workplace District is generally located along the Williamson Boulevard corridor between Summer Trees Road and I-95. The Workplace District in the PC-A Zoning District allows for commercial uses, and the proposed Senior Independent Living Community use would be a lower intensity use and generate less traffic than the commercial uses already allowed. The applicant's proposed LDC amendment includes three items discussed in detail in the staff report, including:

1. To create a definition to define the Senior Independent Living Community use.
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If approved, the applicant intends to submit a site plan for a 130-unit Senior Independent Living Community for seniors (55 and older) in a single, three-story building consisting of a total of approximately 180,000 square feet on 12.4 acres, located on the east side of Williamson Boulevard, south of Town West Boulevard. According to the developer, the proposed Senior Independent Living Community would include an all-inclusive resort-style community with live-in managers, a 24/7 medical alert system and concierge service, gourmet chefs, housekeepers, maintenance staff, a full-time lifestyle director, etc.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates. If the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson

Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process. As part of the Site Plan submittal for any Senior Independent Living Community in the Workplace District, a Transportation Impact Analysis will be required to evaluate access into the site, required roadway improvement and Transportation Fair-Share mitigation to support a proposed development.

The applicant held a neighborhood meeting on December 19, 2019, at the Lakeside Pavilion, with residents adjacent to the proposed site to discuss their proposed LDC text amendment and the proposed Senior Independent Living Development. According to the applicant, many residents expressed concern about the possibility of commercial development on the property located on the southeast corner of Williamson Boulevard and Town West Boulevard and the resulting increase in traffic congestion. The applicant stated that when the Senior Independent Living Community use was compared to commercial uses on the subject property, the residents appeared to be supportive of applicant's proposed development due to the lower trip generation rate and proposed landscape buffer adjacent to the Royal Palm Subdivision.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-7	Ord. No. 2020-7 LDC Amendm.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 3/10/2020
Final Approval - 3/12/2020

ORDINANCE NO. 2020-7

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2, 12, AND 17
RELATING TO DEFINITIONS AND INTERPRETATIONS,
ROADS AND VEHICULAR USE AREAS, AND ZONING
DISTRICT REGULATIONS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to read as follows:

Chapter 12 – ROADS AND VEHICUALR USE AREAS

Section 4: - Parking.

[No changes to subsection (a)]

(b) *Required off-street parking spaces.*

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
[No changes to Single-Family detached/attached (duplex)]			
<u>Multifamily (other than Senior Independent Living Community):</u>			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
<u>Senior independent living community</u>	<u>1 space/unit, plus .25 spaces/units for visitor parking</u>	<u>100/0</u>	<u>0</u>

[No changes to *NOTES* or remainder of subsection (6) Matrix.]

SECTION 3: The City Council of the City of Port Orange hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 – ZONING DISTRICT REGULATIONS

Section 29: - Planned community – Agricultural (PC-A) district.

[No changes to subsections (a) thru (d)]

(e) *Workplace district.*

(1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential.*

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

(a) Camouflaged and monopole communications towers.

(b) Guyed and lattice communication towers.

(c) Mobile home and manufactured home units.

(d) Single-family dwellings.

(e) Duplex units.

(f) Triplex units.

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles

traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements.*

[No changes to dimensional requirements table for ATTACHED RESIDENTIAL.]

<u>STANDARD</u>	<u>SENIOR INDEPENDENT LIVING COMMUNITY</u>
<u>Max. building height</u>	<u>50 ft.</u>
<u>Min. lot size</u>	<u>4 acres</u>
<u>Min. lot width</u>	<u>200 ft.</u>
<u>Min. living area</u>	<u>500 s.f.</u>
<u>Max. building coverage</u>	<u>30%</u>
<u>Min. open space</u>	<u>60%</u>
<u>Setbacks</u>	
<u>Front</u>	<u>30 ft.</u>
<u>Side</u>	<u>25 ft. or equal to building height,</u> <u>25 ft. between buildings</u>
<u>Rear</u>	<u>50 ft.</u>

[No changes to the remainder of subsection (e) *Workplace district.*]

SECTION 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

LDC Text Amendment/ Chapter 2, 12, and 17/ Senior Independent Living Community/PC-A Zoning District CASE NO. 20-25000001

REQUEST:	To amend the Land Development Code (LDC) to add a definition for senior independent living community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District, and with separate dimensional and parking requirements.
APPLICANT:	Cameron General Contractors, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (February 27, 2020)
CITY COUNCIL DATE:	March 17, 202

INTRODUCTION

The PC-A zoning district was designed almost two decades ago and covers approximately 1,200 acres. It is common to make modifications to the concepts and development regulations as larger master planned areas develop and new uses emerge that are compatible with current permitted uses but were not established or identified at the time the regulations were created.

The applicant's proposed LDC amendment would only pertain to the Workplace district of the PC-A zoning district and is to allow for the development of a Senior Independent Living Community, an all-inclusive independent living residential community that is restricted to residents aged 55 and older. The proposed development will offer residents numerous resort-style amenities, including community dining, theater room, fitness center and other recreation facilities, library, chapel, beauty salon, 24-hour concierge service, valet parking service and group transportation service, among others. The Senior Independent Living Community use is similar to the multi-family use, except that it requires renters to be over 55 years old.

According to the applicant, the term "seniors housing" is a general term used to cover many types of housing for seniors. Seniors housing can include assisted living/memory care communities, skilled nursing facilities and communities offering a full continuum of care. The scale of care varies widely and cost typically increases with increased levels of care. A Senior Independent Living Community offers residents a safe living environment with minimal assistance. A Senior Independent Living Community is not licensed to provide help with medications, bathing, dressing or other personal health care needs. Occasionally, residents in these communities may need a personal care provider or private caregiver and when such services are needed, they hire that service directly.

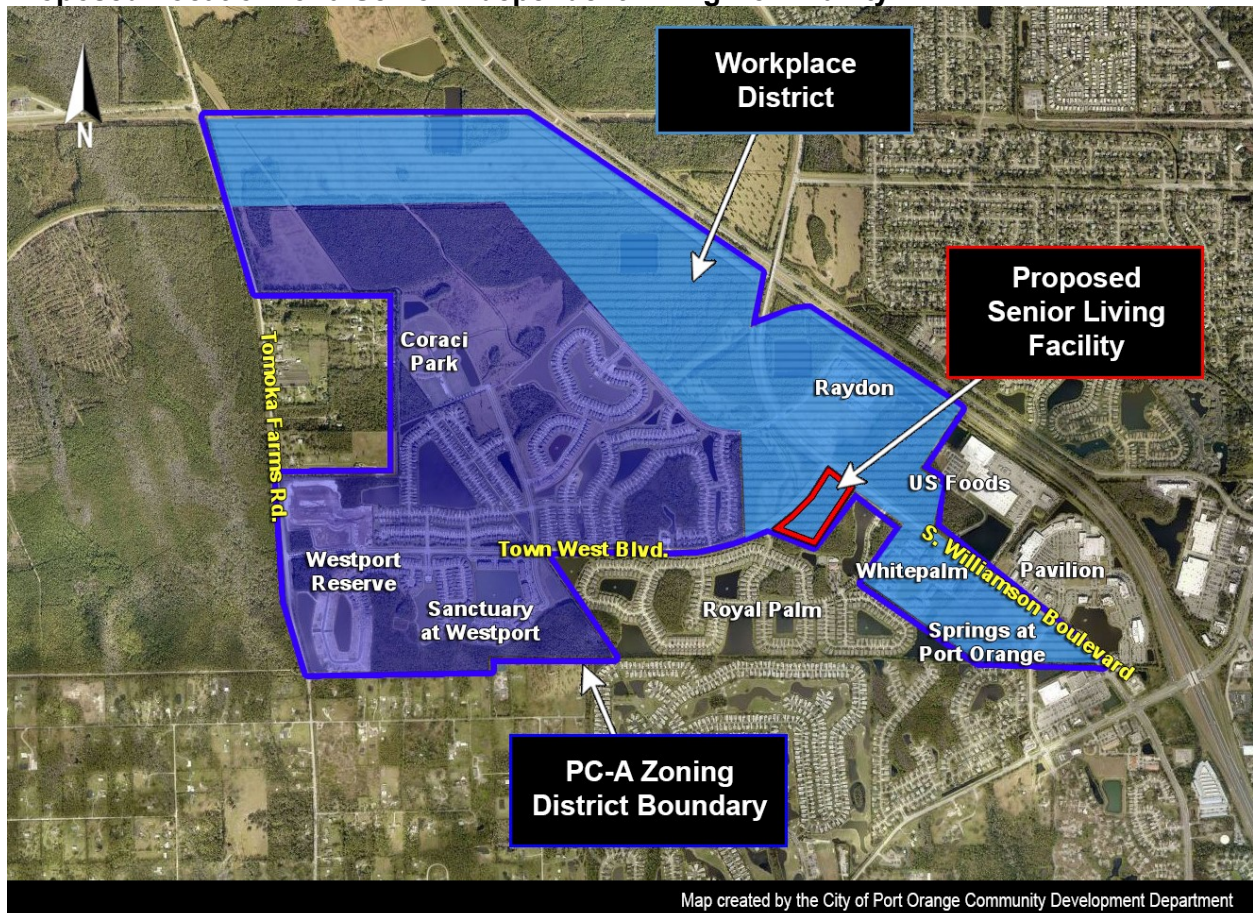
PROPOSED AMENDMENT

The proposed amendment to the Land Development Code (LDC) includes three items:

1. To add a definition for a Senior Independent Living Community;
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If the applicant's LDC text amendment is approved, the applicant, Cameron General Contractors (Cameron), Inc. intends to submit a site plan for a Senior Independent Living Community on a 12.4-acre parcel located at the intersection of South Williamson Boulevard and Town West Boulevard (the subject property; see Figure 1 – Location Map). According to the applicant, the Senior Independent Living Community is proposed to include approximately 130 dwelling units for senior citizens (55 and older) in a single, three-story building with a footprint of roughly 60,000 square feet and consisting of a total of approximately 180,000 square feet. Each dwelling unit will have a full kitchen and separate heating and cooling systems, along with other senior-friendly design features. According to the applicant, the proposed LDC text amendment has been requested to allow the development of a Senior Independent Living Community on the corner of Williamson Boulevard and Town West Boulevard.

Figure 1. Location Map of the Overall PC-A Zoning District, Workplace District, and the Proposed Location for a Senior Independent Living Community



Addition of a definition for Senior Independent Living Community

The applicant has proposed to add the following definition to Chapter 2, Section 2 of the LDC to define a Senior Independent Living Community.

Senior Independent Living Community - A residential community for residents aged fifty-five (55) and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

The proposed definition for a Senior Independent Living Community will appropriately differentiate a Senior Independent Living Community from a traditional multi-family development use. Typically, a standard multi-family development attracts a wide range of renters (students, families, couples, and single tenants) which tend to create more vehicle trips and also require more parking. According to the applicant, a Senior Independent Living Community would be required to provide all-inclusive services for resident's daily needs, reducing the need for daily trips on the roadway network for goods, services, and activities. According to the applicant, a Senior Independent Living Community does not require as much parking and does not create impacts to the school system, or park facilities as recreation and entertainment services are provided on-site.

Addition of a parking requirement for a senior independent living community use

The applicant has proposed an off-street parking requirement of one parking space per residential unit, plus visitor parking at a rate of 0.25 spaces per residential unit, for a *Senior Independent Living Community*. If approved, the parking ratio would be added to the parking requirement matrix in Chapter 12 of the LDC. The only comparable parking requirement in the LDC is for a traditional multifamily development, which requires 1.5 spaces per 1-bedroom unit and 2 spaces per 2-3-bedroom units, plus visitor parking at a rate of 0.25 spaces per residential unit. According to the applicant's parking assessment at their communities, the parking demand at a *Senior Independent Living Community* is less than in a traditional multifamily development because less than half of the residents in their communities own a car and the communities offer a driving service that take groups of residents to the grocery store, doctor appointments, events, shopping, etc.

The applicant states that fewer than half of the residents in many of Cameron's communities own a vehicle; and there are approximately 15-20 staff members on-site during the largest shift (10 AM – 2 PM). The on-site staff members typically work at the in-community beauty salon, bank, gift shop and pharmacy drop off which operate during the 10 AM – 2 PM timeframe. There are staff present 24/7 for services offered such as cleaning, meals, fitness, concierge service, and transportation throughout the day, but primarily between 6 AM and 5 PM.

The applicant operates 31 Senior Independent Living Communities across the country. In 2018, they commissioned a parking demand and utilization assessment to determine the average parking utilization rates to provide guidance for the construction of parking in their future developments. The assessment focused on two of Cameron's existing communities (both that are also 130 units) that consistently operate at fully occupancy. The parking assessment concluded that the average number of vehicles parked at a fully

occupied community was below 1 vehicle per unit with a maximum parking usage at any time during the evaluation period being 112 spaces. The concept plan for the proposed facility in Port Orange would provide 163 spaces for the 130 units.

According to the applicant, requiring senior communities to provide the same number of parking spaces as traditional multifamily developments would result in an inefficient use of land and an unnecessary expansion of impervious surface that could otherwise be used as greenspace. The applicant's concept plan shows approximately 65% of the site as open space, which would be reduced if an additional 65 to 80 parking spaces are required.

The proposed Senior Independent Living Community use is a newer housing product that is not exactly addressed in parking requirements listed in the City's LDC. The LDC provides parking requirements for traditional multi-family residential developments and nursing homes or assisted living facilities. As mentioned above, the traditional multi-family development serves residents who are dependent on a vehicle and typically own a vehicle(s). A nursing home or assisted living facility is typically where medical care is provided and the majority of vehicles associated with this use are employees or visitors and residents in these facilities typically do not have vehicles. The proposed Senior Independent Living Community parking ratio is a hybrid of these two uses as it does not require the full amount as a traditional multi-family development, but requires more spaces than a nursing home or assisted living facility since some residents will have a vehicle. Based on the description provided by the applicant of alternative transportation services that will be provided at a Senior Independent Living Community, staff believes the proposed parking ratio will provide sufficient parking for this use. The table below shows a parking comparison for the required parking at a 130-bed nursing home/ALF, a 130-unit traditional multi-family development, and a 130-unit Senior Independent Living Community.

Table 1. Parking Comparison for current and proposed parking ratio

Parking Spaces	Employees on Largest Shift	1 bed	1-bedroom	2-3 bedroom	Visitor	Total
Traditional Multi-family Parking Spaces	-	-	114	108	56	278
Nursing Home/ALF Parking Spaces	30	65	-	-	-	95
Senior Independent Living Community Parking Spaces	-	-	76	54	33	163

Establishment of Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and dimensional requirements (Chapter 17)

The applicant has proposed an amendment to Chapter 17, Section 29(e)(2)(c)(1) of the LDC to add Senior Independent Living Community as a permitted residential use in the Workplace District. This amendment is required for the proposed development because the subject property is currently zoned for commercial uses.

The current Workplace District allows for commercial uses such as convenience stores with or without fuel operations; game/recreation facilities; hotel/motel; and restaurants with or without drive-throughs. The proposed Senior Independent Living Community use would be a lower intensity use and generate less vehicular trips than a majority of the commercial uses already allowed by the current zoning. If this amendment is approved, it would further minimize the traffic that could use the I-95 Interchange area and Williamson Boulevard, and Taylor Road/Williamson Boulevard intersection.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates (Table 2). According to the comparison, if the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrence and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process.

Table 2. Traffic Comparison for 12.4-acre site

	Current Zoning for Commercial 80,000 square-feet (Based on prior proposed development plans)	Proposed Senior Independent Living Community 178,362 square-feet (130 units)	Anticipated Net Change
P.M. Peak Hour Trips/Daily Trips	297/3,416	33/447	-264/-2,969

Source: ITE Trip Generation Manual, 10th Edition. Shopping Center (820) = 42.70 Daily Trips per 1,000 sq.ft.; 3.71 P.M. Peak Hour Trips per 1,000 sq.ft.; Senior Adult Housing – Attached (252) = 3.44 Daily trips/unit and 0.25 PM Peak Hour Trips/Unit.

The proposed amendments include certain limitations on the development of a Senior Independent Living Community in the PC-A Workplace District.

Density: The applicant requests a maximum residential density for a Senior Independent Living Community of 12 units per acre. This is a lower density than the currently permitted multifamily use at 16 units per acre.

Land Area Limit: The applicant has included a restriction on the development of Senior Independent Living Communities in the PC-A Workplace District to a maximum of 4% of the total land area comprising the Workplace District and a minimum lot area of 4-acres (Exhibit 1). Four percent of the PC-A Workplace District (420 acres) equates to 16.8 acres of land area. The subject property that

the applicant is proposing to develop as a Senior Independent Living Community is 12.4 acres. This would leave a balance of 4.4 acres. With a minimum lot size of 4-acres, this would allow one (1) additional Senior Independent Living Community in the PC-A Workplace district in addition to the subject property.

Dimensional Requirements: The proposed minimum open space, maximum building coverage, building setbacks, and building height are generally based on similar City standard commercial zoning districts (see Table 3).

Table 3. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Williamson Boulevard Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
PC-A Workplace District – Senior Independent Living Community	30%	60%	50 ft.	25 ft.*	50 ft.	50 ft.
PC-A Workplace District multifamily	50%	40%	50 ft.	20 ft.	25 ft.**	50 ft.
R-3M (multifamily 12 units/acre)	40%	60%	50 ft.	25 ft.*	25 ft.*	45 ft.
ORT	35%	30%	50 ft.	10 ft.	25 ft.	45 ft.

* Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height.

** Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height.

According to the applicant, the requested amendments would permit the reasonable development of a Senior Independent Living Community in the PC-A Workplace District to meet the increasing demand for senior housing and also prevent the overdevelopment of senior housing in this area of the City. There are currently no multi-family developments in this area of the City that are age restricted and provide the required services to residents as required by a Senior Independent Living Community.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

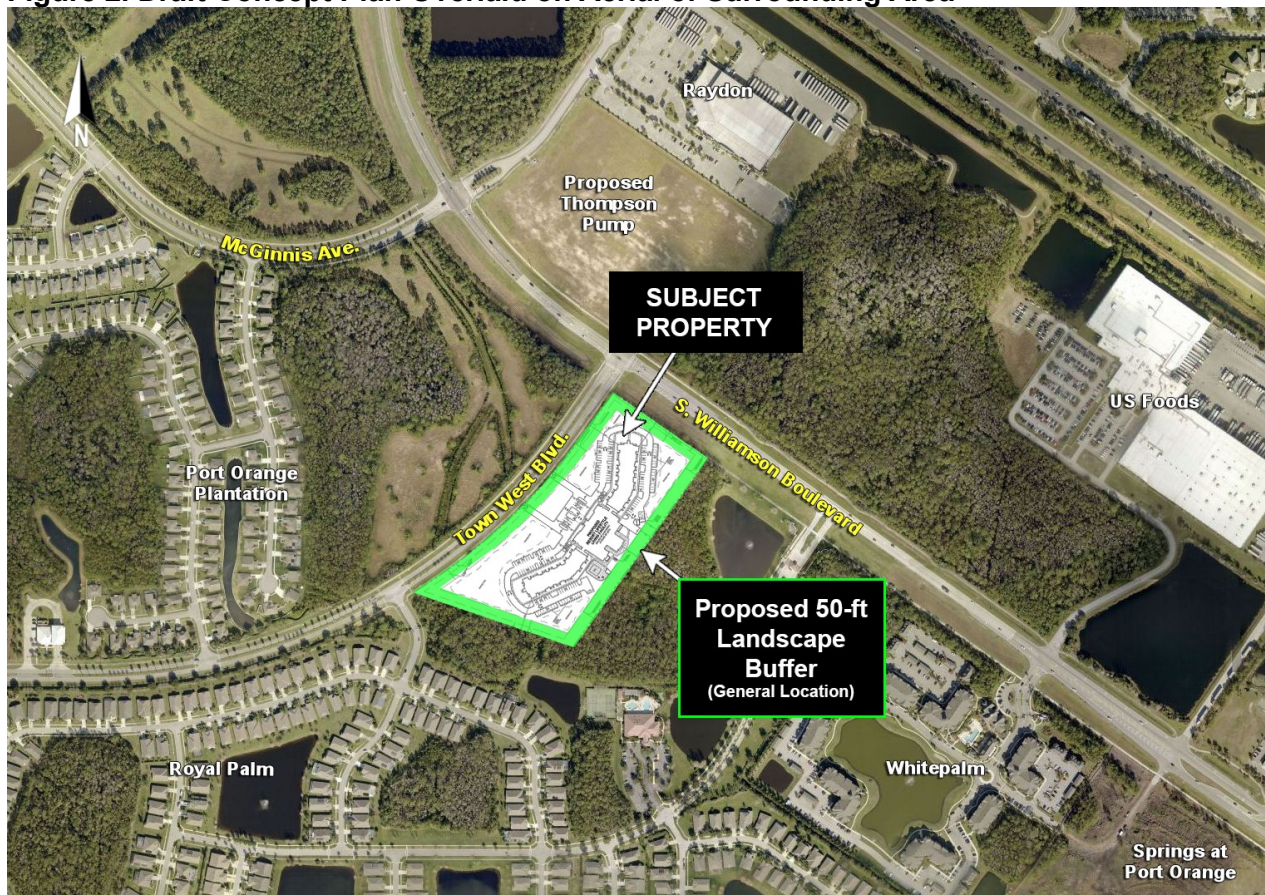
The proposed amendment is consistent with the City's Comprehensive Plan and the purpose and intent of the *Planned Community-Westside* Future Land Use (FLU) designation. The City's Comprehensive Plan states that the *Planned Community-Westside*, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The type of residential proposed (senior independent living) and the limitation on the percentage allowed in the Workplace District is consistent with and further promotes the goal of creating a mixed-used area that minimizes automobile trips by:

1. Providing for an alternative housing option for seniors that generates less vehicular trips than traditional multi-family development or the commercial uses currently permitted on the subject property; and
2. Providing an opportunity for a Senior Independent Living Community to be a transitional use between the commercial and industrial uses allowed in the Workplace District and the adjacent single-family subdivisions on the west side of Williamson Boulevard.

PROPOSED DEVELOPMENT

If the amendment is approved, the applicant plans to submit a site plan for a 130-bed facility at the southwest corner of Town West Boulevard and Williamson Boulevard. The applicant's draft concept plan has the building oriented towards Town West Boulevard, with 50'-wide landscape buffers on all sides. Based on the requirements of the LDC for the location of access drive in proximity to intersections, access would be limited to Town West Boulevard only. The design of the access drive and potential turn lanes and modifications to the existing landscape median in the Town West Boulevard right-of-way will be determined with the engineered site design plans to be submitted.

Figure 2. Draft Concept Plan Overlaid on Aerial of Surrounding Area



PUBLIC NOTICE

On February 12, 2020, staff posted the property notifying the public of the proposed amendment. At the time this agenda item was prepared, there has been 1 inquiry received

that was a general inquiry about the type of site improvements required for a proposed development on the subject property (sidewalks, access, landscape buffers, etc.).

The applicant also presented its proposed community to neighboring residents during a neighborhood meeting held on December 19, 2019. According to the applicant, the residents' responses to the proposal were overwhelmingly favorable. Notably, many residents who expressed concern about the possibility of commercial development on the subject property and the resulting increase in traffic congestion were supportive of applicant's proposed community with its much lower trip count.

RECOMMENDATION

Staff recommends approval of the request to amend Chapters 2, 12, and 17 of the Land Development Code to add a definition for Senior Independent Living Community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District with separate dimensional and parking requirements.

ATTACHMENTS

Exhibit 1 – Proposed Amendments to Chapters 2, 12, and 17 of the LDC

Exhibit 1

Proposed Land Development Code (LDC) Amendments

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

Chapter 12 - ROADS AND VEHICULAR USE AREAS

Section 4: - Parking.

(b) *Required off-street parking spaces.*

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
Multifamily (other than senior independent living community):			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
<u>Senior independent living community</u>	<u>1 space/unit, plus .25 spaces/units for visitor parking</u>	<u>100/0</u>	<u>0</u>

[No changes to *NOTES*]

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 29: - Planned community—Agricultural (PC-A) district.

[No changes to subsections (a) through (d)]

(e) *Workplace district.*

(1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential.*

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

(a) Camouflaged and monopole communications towers.

(b) Guyed and lattice communication towers.

(c) Mobile home and manufactured home units.

(d) Single-family dwellings.

(e) Duplex units.

(f) Triplex units.

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the

residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements.*

[No changes to dimensional requirements table for attached residential.]

<u>STANDARD</u>	<u>SENIOR INDEPENDENT LIVING COMMUNITY</u>
<u>Max. building height</u>	<u>50 ft.</u>
<u>Min. lot size</u>	<u>4 acres</u>
<u>Min. lot width</u>	<u>200 ft.</u>
<u>Min. living area</u>	<u>500 s.f.</u>
<u>Max. building coverage</u>	<u>30%</u>
<u>Min. open space</u>	<u>60%</u>
<u>Setbacks</u>	
<u>Front</u>	<u>30 ft.</u>
<u>Side</u>	<u>25 ft. or equal to building height,</u> <u>25 ft. between buildings</u>
<u>Rear</u>	<u>50 ft.</u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (G15) First Reading - Ordinance No. 2020-10 - Causeway Park Parking

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-10.

SUMMARY: After a review of the parking status at Causeway Park near the Port Orange boat ramps, staff has recommended creating additional parking spaces in and near the Causeway Park and improving the parking ordinance.

Section 70-51 Causeway Park; parking regulations has been created to address parking violations at locations where signage prohibits parking, on sidewalks or crosswalks, in the travel portion of a travel lane, or in any single location for more than 24 hours. The ordinance will also address vehicles without trailers parking in spaces specifically designated for vehicles with trailers, the ability to tow a vehicle from designated tow-away zones, and to change the fine amount from \$30.00 to \$100.00 per violation.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ord. No. 2020-10- Causeway Park Parking	Ord. No. 2020-10- Causeway Park Parking.pdf
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Robin Fenwick
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 5/26/2020
Approved - 5/26/2020
Approved - 5/26/2020
Approved - 5/26/2020
Final Approval - 5/26/2020

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES TO ESTABLISH A NEW SECTION 70-51 RELATED TO PARKING REGULATIONS; ENFORCEMENT AND INCREASED FINE FOR PARKING AT THE CAUSEWAY PARK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, boating season brings with it parking issues at the Causeway Park where the City's boat ramp has become a popular destination for residents and visitors alike to launch boats into the Halifax River; and

WHEREAS; parking for vehicles towing trailers is limited in the Causeway Park area; and

WHEREAS, illegally parked vehicles may inhibit ingress and egress to the Causeway Park and the boat ramp therein; and

WHEREAS, cars without trailers should be prohibited from parking in parking spots reserved for vehicles towing trailers; and

WHEREAS, the current enforcement measures and penalties have proven largely ineffective at regulating parking at the Causeway Park; and

WHEREAS, orderly parking is necessary to ensure ingress and egress while preserving the natural beauty of the Causeway Park; and

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

NOW, THEREFORE, BE IT 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 70 of the City of Port Orange Code of Ordinances to establish a new Section 70-51 to read as follows:

Sec. 70-51 Causeway Park; parking regulations, fine.

- (a) Except momentarily to pick up or discharge a passenger or passengers, no person shall stop, stand or park any motor vehicle or trailer within the Causeway Park:
- (1) At any place where official traffic control signage prohibits parking.
 - (2) On a sidewalk or a crosswalk.
 - (3) Within a travel lane in a manner as to obstruct the free movement of traffic.
 - (4) In a single place for more than 24 hours.
- (b) No person shall stop, stand or park a vehicle without a trailer in a parking space designated solely for vehicles towing trailers.
- (c) The Causeway Park is a designated tow-away zone. Any vehicles parked in violation of this section may be removed by a licensed towing contractor at the order of a police officer in accordance with Section 70-6.
- (d) The fine amount for any violation of this section shall be \$100.

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

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. This Ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (G16) Approval of Fifth Amendment to Lease Agreement with ArtHaus Foundation, Inc. for the City-owned Property located at 3840 Ridgewood Avenue

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Fifth Amendment to Lease Agreement between ArtHaus Foundation, Inc., a non-profit corporation, and the City of Port Orange, to amend and extend the Lease for an additional 3-year term, to forego the monthly rental payments in exchange for in-kind contribution by ArtHaus, to adjust the termination clause in case ArtHaus moves to a different city facility, and to authorize the Mayor and City Clerk to execute all required documents for lease agreement on behalf of the City.

SUMMARY: ArtHaus Foundation, Inc. has requested a three year extension to the existing lease for City-owned property located at 3840 Ridgewood Ave. ArtHaus has been a tenant at this location since 2004. The current lease included a 3-year term and expires on June 30, 2020. The proposed amendment extends the lease term for an additional three years with an expiration date of June 30, 2023. The amendment also includes a change to the termination clause. The original lease required a 120 written notice by the City. However, due to the fact that ArtHaus may be moving to another city facility during this lease term, there is a new provision for swifter termination to allow for that move if and when it occurs.

ArtHaus does not pay rent for this lease in exchange for the cultural enrichment to the community, which shall be reported to Council at least annually.

ArtHaus provides a cultural element to the Town Center Redevelopment District as well as the community and all county schools at large. ArtHaus has been a good tenant and caretaker of the building and we intend to work with them to ensure they remain a valued member of this community and the TCRD.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Fifth Amendment to Lease Agreement	SKM_C754e20052620080.pdf
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Alan Rosen
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 2/27/2020
Approved - 5/27/2020
Approved - 5/27/2020
Final Approval - 5/27/2020

Parcel ID# 6303-11-06-0021

FIFTH AMENDMENT TO LEASE AGREEMENT

ArtHaus

3840 Ridgewood Avenue, Port Orange, Volusia County, Florida

THIS FIFTH AMENDMENT TO LEASE AGREEMENT is made and entered into the day and year set forth hereinafter by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal business office located at: 1000 City Center Circle, Port Orange, Florida 32129-4144 ("City"); and **ARTHAUS FOUNDATION, INC.**, a Florida non-profit corporation, principal address located at 3840 Ridgewood Avenue, Port Orange, Florida 32129, having a mailing address of: Post Office Box 290232, Port Orange, FL 32129-0232 ("ArtHaus"), and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Lease Agreement for the property located at 3840 Ridgewood Avenue, Port Orange, Florida dated June 2, 2009 ("Lease"); and

WHEREAS, the Parties entered into the Amendment to Lease Agreement ("First Amendment") on May 2, 2012, to extend the Lease for an additional 2-year term; and

WHEREAS, the Parties entered into the Second Amendment to the Lease Agreement ("Second Amendment") on April 23, 2014, to extend the Lease for an additional 2-year term; and

WHEREAS, the Parties entered into the Third Amendment to the Lease Agreement ("Third Amendment") on June 21, 2016, to modify terms and extend the Lease for an additional 1-year term; and

WHEREAS, the Parties entered into the Fourth Amendment to the Lease Agreement ("Fourth Amendment") on June 7, 2017, to modify terms and extend the Lease for an additional 3-year term; and

WHEREAS, the Parties now desire to extend the Lease, as amended, for an additional term of three (3) years commencing July 1, 2020 and ending June 30, 2023, and amending the termination provision.

NOW, THEREFORE, the Parties, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. The premises set forth above and true and correct, form a material part of this Fourth Amendment and are incorporated herein by reference.

2. Article VI, Paragraph 2 of the Lease, as amended, shall read in its entirety as follows:

"2. The term of this Lease Agreement shall be extended for three (3) years commencing July 1, 2020 and expiring at midnight on June 30, 2023."

3. Article VI, Paragraph 3 of the Lease, as amended, shall read in its entirety as follows:

"3. This Lease Agreement may be terminated in accordance with the following provisions:

a. Upon thirty (30) days written notice by the City or Lessee.

- b. Upon mutual written agreement by both the City and the Lessee that the terms and conditions of this Lease Agreement cannot be satisfactorily performed; or
- c. Upon five (5) days prior written notice by the City of breach or failure of the Lessee to comply with any covenant or provision of this Lease Agreement.”

4. All other terms and conditions of the Lease, as amended, shall remain in full force and effect.

5. This Fifth Amendment to Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same complete instrument. The delivery by facsimile or email of an executed copy of this Fifth Amendment to Lease Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Left Blank]

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who personally appeared before me and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who personally appeared before me and is personally known to me.

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

Witnesses:

ARTHAUS FOUNDATION, INC.
A Florida Non-Profit Corporation

Signature

By: [Signature]

Print: RONALD E. NEWBERRY

Title: President

Printed Name

Signature

Attest:

[Signature]

Print: CAMERON VINTSON

Title: Executive Director

Printed Name

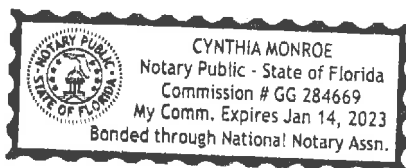
(Witnesses as to Both)

Dated Signed: 5/29/2020

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of May, 2020, by Ronald Newberry and Cameron Vintson, the President and Executive Director, respectively, who personally appeared before me and are duly authorized to execute the foregoing instrument in their representative capacity on behalf of Arthaus Foundation, Inc., a Florida non-profit corporation, and who ☐ are personally known to me, or ☒ have produced governmental agency issued identification.



Cynthia Monroe

Notary Public, State of Florida at Large

Printed Name, Commission, Seal

And Commission Expiration Date:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/2/2020

Consent item: No

SUBJECT: (H18a) Lobbyist Contract Discussion

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: This is a discussion regarding the current policy to allow the City Manager to enter into a contract with businesses for professional services without council approval. Currently the City Manager and City Attorney can enter into contracts for professional services on behalf of the city as required to effectively operate. A Councilmember has brought up that the lobbyist should be exempt from this list as it is a political-type contract and appointment where the lobbyist represents the elected officials as well as the City. Staff would like guidance as to whether the lobbyist should remain in the list of contracts the City Manager can approve or be removed and the contract be placed on an agenda for a vote of Council.

Based on the importance of this contract and the performance of the lobbyist's ability to meet the needs of the elected officials as well as the staff and the city, the current city manager has always brought the contract to the attention of the council for discussion prior to signing any contract extensions. This process would continue as long as the current city manager remains in his position.

The Pittman Law Group in Tallahassee has provided the City with legislative services since before 2016. This type of service is exempt from the competitive solicitation process per our code of ordinances 2-267 (b) (5). However, as this annual contract comes up for renewal every year, the City Manager has informed Council of his willingness to continue to determine if Council wants to discuss the issue. In the last four years there has been no significant opposition to continuing with the Pittman Law Group.

The services this contract provides includes the enhanced ability to obtain meetings with legislators and high-level state appointees in Tallahassee, the ability to have someone "on the ground" in Tallahassee to assist in pushing for legislation important to the City and to help solidify the importance of our fiscal requests. While we were not successful in obtaining direct funding last year, we did receive about \$1.5 million in direct funding from the state during the previous two years.

The current contract costs the city \$3,333 per month and has not increased since at least 2016. Attorney Pittman has indicated he is willing to continue this contractual relationship for the same cost during the next contract period, which would be July 1,

2020 through June 30, 2021.

Project No.: Funding Account No.:

Presenter: Jake Johansson

ATTACHMENTS:

1.	2018-2019 Executed Contract	2018-2019 Executed Contract.pdf
2.	2019-2020 Renewal Form	2019-2020 Renewal Form.pdf

Robin Fenwick	Created/Initiated - 3/10/2020
Alan Rosen	Approved - 3/11/2020
Jake Johansson	Approved - 5/19/2020
Robin Fenwick	Final Approval - 5/26/2020



April 2, 2018

Jake Johansson
City Manager
The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Professional Services Agreement

Dear Mr. Johansson,

Thank you for the opportunity to work with your organization during the 2018 Legislative Session. We take pride in our representation of clients before the Florida Legislature and other tribunals and are prepared to work on your behalf for the 2019 year as well. Please know that we will always work aggressively and diligently to pursue all the goals and priorities that you set for us to follow.

We consider it our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep you informed of any developments and/or decisions that may have impact.

Pittman Law Group would like to extend the current agreement for representation of the City of Port Orange, beginning July 1, 2018 through June 30, 2019. It is understood that this contract is cancelable with thirty days (30) notice; however, it cannot be cancelled during any year where a Legislative Session has concluded, as the fee is then considered fully earned. This must be the case because under Florida law contingency fee arrangements are prohibited.

Our deliverables are as follows:

- We will consult and assist on all matters relating to the Florida Legislature and the Executive Office of the Governor and/or Agencies; and

- we will consult and assist your efforts to draft and finalize your legislative priorities; and
- our team will lobby the issues approved by the City of Port Orange Mayor, City Council and City Manager; and
- we will build political support on issues originated and/or supported by the City of Port Orange.

I want to thank you again for your interest in our firm and for the confidence you have shown in our ability to help your organization. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us.

With kind regards,

A handwritten signature in black ink, appearing to read 'Sean Pittman', with a stylized circular flourish above the name.

SEAN PITTMAN

SIGNED: See Addendum No. 1 Page 7

Jake Johansson

The City of Port Orange

ADDENDUM NO. 1
to Pittman Law Group, P.L. Professional Services Agreement dated April 2, 2018

This Addendum No. 1 is entered into on the day and year set forth hereinafter 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 **PITTMAN LAW GROUP, P.L.** ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the letter dated April 2, 2018 from Pittman Law Group, P.L. to the City of Port Orange, Florida.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate the Consultant \$3,333.33 per month, beginning on July 1, 2018 and ending on June 30, 2019, subject to a limit up to but not to exceed Thirty-Nine Thousand Nine Hundred Ninety-Nine and 96/100 Dollars (\$39,999.96) per year. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended

3. **Contract Administration.** The Assistant City Manager, Alan Rosen, 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."

4. **Insurance.** Consultant shall maintain insurance during the life of this Contract. Consultant 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. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant 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 Consultant for the reasonable additional costs of increased coverage.

[Remainder of page intentionally left blank]

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

5. Examination of Records

(a) The Consultant 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 Consultant involving transactions related to this Contract.

(b) The Consultant 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 Consultant 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.

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

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

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

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

(d) Upon completion of the Contract, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant 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 Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONSULTANT QUESTIONS RELATING TO CONSULTANT'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.

7. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

(a) Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Consultant shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant 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. Consultant 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.

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

9. 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.

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

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

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

Copy to: City of Port Orange
Attention: Alan Rosen, Assistant City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Consultant: Pittman Law Group, P.L.
Attention: Sean Pittman, CEO
1028 East Park Avenue
Tallahassee, Florida 32301
(850) 216-1002 – Telephone
(850) 224-7477 – Facsimile

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.

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

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

[remainder of page intentionally left blank]

Witnesses:

Jarmyne Henderson
Printed Name: Jarmyne Henderson

Wesley Sapp
Printed Name: Wesley Sapp

PITTMAN LAW GROUP, P.L.
By: Sean Pittman
Sean Pittman, CEO

Date: 06/20/18

STATE OF FLORIDA
COUNTY OF LEON

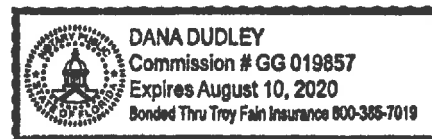
The foregoing instrument was acknowledged before me this 20th day of June, 2018, by Sean Pittman, as CEO of Pittman Law Group, P.L., a Florida limited liability corporation, and who:

[Notary: Please select one]

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

Dana Dudley

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



Witnesses:

D. Massey
Printed Name: Deanna Massey
Cindy Rivera
Printed Name: Cindy Rivera

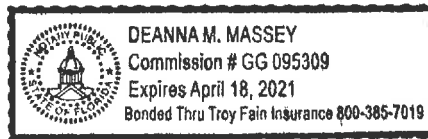
CITY OF PORT ORANGE

By: M.H. Johansson
For M.H. Johansson, City Manager

Date: 6/21/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of June, 2018, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

Cindy Rivera
Printed Name: Cindy Rivera
D. Massey
Printed Name: Deanna Massey

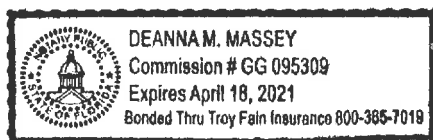
Attest:

Robin L. Fenwick
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 6/21/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of June, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. CA5525

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 07/01/2019 To: 06/30/2020

Attached:

☐ Updated Bond ☒ Insurance Certificate/City as additional insured

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Pittman Law Group, P.L.

Name of Contact Person: Sean Pittman

Mailing Address: 1028 E. Park Avenue, Tallahassee, FL 32301

Email Contact Address: sean@pittman-law.com

Phone: 850-216-1002 Fax: 850-224-7477

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: [Signature] Date: 06-07-2019
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached
☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: 6/30/2020

City Manager: [Signature] Date: 6.14.19

Please return to the City of Port Orange as follows:

Department: City Manager Telephone: 386-506-5529

Contact: Alan Rosen Fax: _____

Email: arosen@port-orange.org

Original Signed Form Must Be Returned to the City Clerk