



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 28, 2014

AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

B. BID PROTEST

4. Appeal of Manager's Decision regarding Bid #14-33

C. PUBLIC HEARING

5. Second Reading - Ordinance No. 2014-19 - Award of Non Exclusive Franchise for Roll-Off Containers (Bid No. 14-33)
Second Reading - Ordinance No. 2014-20 - Amendment to Police Pension
6. Ordinance - Sections 54-122 & 54-139 of Article V of Chapter 54 of the Code of Ordinances

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Library Advisory Board Appointment
8. Report from Kemper Sports Management regarding Cypress Head Golf Course

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

F. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

G. CONSENT AGENDA

10. Approval of Minutes

a. September 23, 2014 - Regular City Council Meeting

11. Contract Change Order with Quentin L Hampton Associates, Inc. for Utilities Mapping Services per Addendum 24 as amended by Addendum 82
12. Wraparound Agreement with Ferguson Enterprises, Inc. for Purchasing Utility Supplies
13. Change Order #1 to the Piggyback Agreement with Aarons Backflow Services, Inc., dated December 3, 2013.
14. Wraparound Agreement with RJH Technical Services, Inc. for equipment inspection, service/parts, and purchase of variable speed motor controls.
15. Ratification of 2012 Service Orders & FY 2015 Expenditure Authorization for TW Telecom Holdings Inc.
16. Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road
17. Golf Course Designer Selection
18. Extend Two Contracts for Construction of Concrete Sidewalks and Curbs with Sparks Concrete

H. TABLED ITEMS

- Resolution No. 14-62 - Joint Project Agreement with County of Volusia for South
19. Atlantic Avenue Sidewalk / Roadway / and Water System Improvements in Wilbur-by-the Sea

I. REGULAR AGENDA

20. RFP #14-32 Executive Management Search Firm Selection Process and Citizen Advisory Committee Appointments

J. RESOLUTIONS

21. Resolution No. 14-69 - Authorize Applying for Florida Recreation Development Assistance Program (FRDAP) Grant

K. COMMENTS

22. City Attorney Comments - Report on GEL contract
23. Interim City Manager Comments

L. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. City Investment Report
- b. Transportation Planning Organization (TPO)
- c. Library Advisory
- d. Municipal Firefighter's Pension Board
- e. Municipal Police Officer's Pension Board
- f. General Employee's Pension Board
- g. YMCA
- h. Volusia Council of Governments (VCOG)
- i. Volusia League of Cities
- j. ArtHaus
- k. Port Orange/South Daytona Chamber of Commerce
- l. Golf Course Board of Directors
- m. Communications Interlocal Agency (CIA)

M. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Appeal of Manager's Decision regarding Bid #14-33

DEPARTMENT: Public Works

RECOMMENDED MOTION: Staff recommends upholding City Manager's decision.

SUMMARY:

Reference Bid #14-33

Broadcast Date; September 9, 2004

Closing, Due Date; September 15, 2014, 10 a.m.

Waste Pro is appealing the City Manager's decision not to accept their submittal for the FY 2015 Non-Franchise for Roll-off Containers Bid #14-33 which was presented after the cutoff time.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	2014 Non-Franchise Summary	2014 Franchise Summary.xls
2.	CA Memordandum	CA Memordandum dated 10.23.14.pdf
3.	Bid #14-33 Letters	Bid #14-33 Letters.pdf

Fenwick, Robin
Silvey, Mike
Roberts, Margaret
Harden, David

Created/Initiated - 10/23/2014
Approved - 10/23/2014
Approved - 10/23/2014
Final Approval - 10/23/2014

FY 2013/2014 Franchise Summary

Acct #	410-389-07			Gel Owes	001-323-75			410-343-46			001-323-75			410-343-46			001-323-75			410-343-46			Total		
	news price	Gel Outbids	Gel Outbids Paid		Waste Pro # of Puffs	Waste Pro Fee	Waste Pro Puffs	Waste Pro From Total	Waste Pro Paid	Sensume # of Puffs	Sensume Fee	Sensume Puffs	Sensume From Total	Sensume Paid	Southwest Container # of Puffs	Southwest Container Fee	Southwest Container Puffs	Southwest Container Total	Southwest Container Paid	FSI Container # of Puffs	FSI Container Fee	FSI Container Puffs		FSI Container Total	FSI Container Paid
Oct. 2013	40.26	4223.10	4223.10	0.00	59.00	1,180.00	1,285.00	1,285.00	14.00	85.00	280.00	385.00	385.00	85.00	0.00	85.00	85.00	85.00	85.00	0.00	85.00	85.00	1,800.00		
Nov	42.90	4681.38	4681.38	0.00	53.00	85.00	1,060.00	1,145.00	14.00	85.00	280.00	385.00	385.00	85.00	0.00	85.00	85.00	85.00	3.00	85.00	60.00	145.00	1,740.00		
Dec	42.90	4681.38	4681.38	0.00	53.00	1,180.00	1,285.00	1,285.00	12.00	85.00	280.00	385.00	385.00	85.00	0.00	85.00	85.00	85.00	3.00	85.00	60.00	145.00	1,740.00		
Jan-14	38.84	4229.40	4229.40	0.00	53.00	85.00	1,060.00	1,145.00	14.00	85.00	280.00	385.00	385.00	85.00	0.00	85.00	85.00	85.00	2.00	85.00	40.00	125.00	1,580.00		
Feb	38.84	3601.01	3601.01	0.00	84.00	85.00	1,680.00	1,765.00	17.00	85.00	140.00	225.00	225.00	85.00	0.00	85.00	85.00	85.00	0.00	85.00	0.00	85.00	2,160.00		
Mar	38.84	3621.16	3621.16	0.00	85.00	1,500.00	1,685.00	1,685.00	10.00	85.00	360.00	445.00	445.00	85.00	0.00	85.00	85.00	85.00	0.00	85.00	0.00	85.00	2,220.00		
Apr	38.84	3313.61	3313.61	0.00	85.00	85.00	1,700.00	1,785.00	18.00	85.00	360.00	445.00	445.00	85.00	0.00	85.00	85.00	85.00	2.00	85.00	40.00	125.00	2,440.00		
May	40.45	3148.87	3148.87	0.00	99.00	85.00	1,880.00	2,065.00	20.00	85.00	420.00	505.00	505.00	85.00	0.00	85.00	85.00	85.00	1.00	85.00	20.00	105.00	2,760.00		
June	29.34	2661.98	2661.98	0.00	101.00	85.00	2,020.00	2,105.00	21.00	85.00	420.00	505.00	505.00	85.00	0.00	85.00	85.00	85.00	2.00	85.00	40.00	125.00	2,740.00		
July	32.04	2594.80	2594.80	0.00	85.00	85.00	2,240.00	2,325.00	25.00	85.00	420.00	505.00	505.00	85.00	0.00	85.00	85.00	85.00	1.00	85.00	20.00	105.00	2,740.00		
Aug	33.81	3614.73	3614.73	0.00	82.00	85.00	1,640.00	1,725.00	17.00	85.00	60.00	685.00	685.00	85.00	0.00	85.00	85.00	85.00	2.00	85.00	40.00	125.00	2,620.00		
Sept				0.00	70.00	85.00	1,500.00	1,485.00	18.00	85.00	0.00	85.00	0.00	85.00	85.00	0.00	85.00	85.00	2.00	85.00	40.00	125.00	1,895.00		
Total Year		41,711.11	41,711.11	0.00	934.00	1,020.00	18,680.00	19,700.00	19,700.00	186.00	1,020.00	3,720.00	4,740.00	4,655.00	0.00	1,020.00	0.00	1,020.00	1,020.00	18.00	1,020.00	380.00	1,400.00	1,400.00	26,775.00

Curbside Summary Net Tonnage (report Net Tons not Gross Tons starting this fiscal year.)

	Aluminum	Glass	Newspaper	Phonebooks	Plastic	Steel & Tin	Gross Tone
Oct-13	10.19	86.24	131.28	3.35	27.50	7.78	230.42
Nov	10.38	81.11	134.86	3.42	28.02	8.03	235.90
Dec	11.01	86.74	167.00	3.70	31.06	8.90	281.09
Jan-14	11.02	84.34	134.80	3.63	26.75	8.62	249.48
Feb	8.87	47.18	130.14	3.18	26.82	7.40	223.28
Mar	10.09	46.79	130.39	3.22	27.24	7.80	228.00
April	11.21	85.28	137.33	3.69	30.28	8.87	244.44
May	12.94	83.80	116.44	4.28	34.92	10.00	264.38
June	10.32	80.89	116.57	3.40	28.68	7.98	218.02
July	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sept	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Year	97.23	479.42	1,188.77	32.01	282.43	75.18	2,136.04



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

MEMORANDUM

To: Mayor and City Councilmembers
From: Margaret T. Roberts, City Attorney 
Re: Waste Pro Request re Bid #14-33 late submittal
Date: October 23, 2014

Procedural Standard:

Waste Pro may appeal to the City Council, if Waste Pro disagrees with the City Manager's written determination of October 2, 2012. See City of Port Orange Purchasing Policy and Manual, Section 14.10, Bid Protest, copy attached. Waste Pro seeks the city council's authorization for Waste Pro to provide roll-off container services within the City of Port Orange.

Background:

September 15, 2014 at 10:00 a.m.	Deadline for submittals
September 15, 2014 at 12:03 p.m.	Waste Pro submittal received
September 17, 2014	Waste Pro letter re late status
October 2, 2014	City Manager's letter determining late status
October 6, 2014	Waste Pro's Attorney Morris letter re late status
October 7, 2014	First Reading for Ordinance No. 2014 - 19 authorizing other contractors for roll-off container services in the city
October 17, 2014	City Manager's letter re procedural process
October 20, 2014	Attorney Morris' letter acknowledging 2 of 3 procedural terms
October 22, 2014	Attorney Morris letter acknowledging the 3rd procedural term for appearing before city council
October 28, 2014	City Council consideration of Waste Pro's Request Second Reading for Ordinance No. 2014-19

Legal Standard and analysis:

The City Council may waive a minor irregularity if the waiver does not result in an advantage to the bidder and does not otherwise violate due process (a fair proceeding).

The City Council may consider the following in reviewing this request.

1. Have the other bidders received notice of the Waste Pro request before City Council?
2. The timeliness of a submittal is a fundamental requirement for a fair competitive process.
3. Will the needs in the community for roll-off container services in the City be impacted if Waste Pro is not authorized?
4. Does the late submittal result in an advantage to Waste Pro based upon price?
5. Does the late submittal result in an advantage to Waste Pro based upon qualifications?
6. Does the late submittal result in an advantage to Waste Pro based upon specifications?
7. What are the objections, if any, from the other bidders?
8. Any other applicable facts or circumstances presented to city council, consistent with the requirements of law.

City Council Action:

In order for City Council to authorize Waste Pro to provide roll-off container services the following questions require an affirmative vote of the majority of city councilmember.

1. Is the late submittal a minor or non-substantial irregularity?
2. Does the waiver of the irregularity result in an advantage to the bidder over other bidders?
3. Does the waiver of the irregularity deviate from a fair standard for competitive bidding or otherwise violate due process?

14.10 BID PROTEST

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of a bid or award of a contract may protest to the Purchasing Coordinator. The protest shall be submitted in writing within seventy-two (72) hours after such aggrieved person or firm knows or should have known of the facts thereto. The written protest shall include the name and address of the protestor, appropriate identification of the bid or contract, a statement of the reasons for the protest, and supporting exhibits (evidence or documents to prove any claims). The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Coordinator shall provide the written bid protest to City Manager or his written designee, City Attorney, Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Coordinator shall schedule an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager or his designee shall render a written decision.
3. If the protestor disagrees, the protestor may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council shall issue its decision. The City Council's decision shall be final. The protestor may seek review of the decision in the Circuit Court by appeal of the administrative order of City Council. Such appeal shall be filed within thirty (30) days of the Council's written decision.



RECEIVED

SEP 17 2014

**City of Port Orange
City Manager**

September 17, 2014

Mr. David Harden
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

Re: Non-Exclusive Franchise for Roll-Off Containers

Dear Mr. Harden,

We are asking for consideration to continue to be allowed to provide C & D rolloff service in the City of Port Orange under our current contract.

We understand the deadline was missed for the submittal of Bid #14-33. We mistook the "Last Day for Questions" deadline of 5:00 PM for the bid due time. As soon as we realized our grave error we submitted our bid to the City (was at the City Center at 11:30 AM, bid was time stamped 12:03 PM).

For the last 8 years, Waste Pro of Florida has provided C & D rolloff services to customers in the City as well as the City itself. We are the largest supplier of C & D rolloffs currently working in the City. We averaged 75 pulls per month over the last 12 months, which results in over \$19,000.00 in franchise revenue for the City.

We also do not want to burden any of the customers due to this oversight. Some of our customers, such as White Palms, have a very high volume of C & D container needs for their job site. We understand there will be continued growth in the City that we want to be involved in. Our company is equipped to handle the high volume needs of these construction jobs. Other companies may not have the containers or trucks needed to accommodate these customers.

We truly value our partnership with the City of Port Orange. We would like to continue it as it is important to not only us, but also our valued customers and the City of Port Orange.

Thank you for your time and consideration.

Sincerely,

Ted Oglesby
Division Manager



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

October 2, 2014

Mr. Ted Oglesby
Division Manager
Waste Pro
925 S. Clyde Morris Blvd.
Daytona Beach, FL 32114

RE: Non-exclusive Franchise for Roll-Off Containers

Dear Mr. Oglesby:

In response to your letter of September 17, 2014, I met with our Purchasing staff and the City Attorney. Unfortunately, we did not find any way that the City could consider the bid submitted by Waste Pro for the subject franchise. Our bid materials clearly state the deadline for submitting bids, and that no late bids will be considered. For us to consider your bid, which was not submitted before the deadline, would undermine the integrity of the City's competitive bid process.

As you may know, the City Council has extended the current franchises through November 4, 2014. We were disappointed not to receive a timely bid from Waste Pro, and we trust that you will bid for this business next year.

Sincerely,

David T. Harden

DTH:ckr

cc: Margaret Roberts, City Attorney
Joseph Gomez, Purchasing Manager

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

October 6, 2014

David Harden, Interim City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: *Waste Pro Submission*
Bid # 14-33 Non-Exclusive
Franchise for Roll Off Containers

Dear Mr. Harden:

I have the pleasure to represent Waste Pro Services. Waste Pro, pursuant to a long term contract, currently provides solid waste removal (garbage, etc.) to the City as a part of its solid waste contract with the City. In addition, Waste Pro also provides roll off container service in the City as a part of a current non-exclusive franchise agreement with the City. Waste Pro would like to continue to be able to provide roll off service in Port Orange. As you are probably aware, the City recently received responses to Bid # 14-33 a Non-Exclusive Franchise for roll off containers.

Unfortunately, Waste Pro was a couple of hours late in submitting its response but the submission was made on the day it was due. As a result of lateness, purchasing staff was compelled by the City's purchasing rules to reject Waste Pro's Bid # 14-33 submission without regard to whether it was an otherwise qualified response. The City Commission has the authority to waive submission time requirements. Please see Exhibit 1.

As I understand the facts, the City Commission recently extended to November 2014 all of the current City franchise agreements which are about to expire. The extension included Waste Pro's current roll off container franchise agreement with the City. The franchise bid documents provided to respondents for Bid 14-33 called for an October 1, 2014 start date (See page 33 of 41, paragraph 4- "Term of the Contract") included in the package for Bid # 14-33). The City documents associated with Bid # 14-33 are drafted to promote the best interests of the citizens of Port Orange. To that end, Section 000-70, General Requirement for Bids (pages 16 & 54) of the bid specifications allows:

The City may, at its sole and absolute discretion, ... waive any irregularities in the Bid/RFP, or to accept that proposal which best serves the interest of the City.

Bid #14-33 proposals are for a non-exclusive agreement (unlike the exclusive terms of the solid waste agreement). Waste Pro has an ongoing business relationship with Port Orange citizens for the provision of roll off service (non-exclusive) as well as solid waste service (exclusive). Waste

JAMES S. MORRIS, P.A. ♦ P.O. BOX 291687 ♦ PORT ORANGE, FL 32129
750 OAK HEIGHTS COURT ♦ PORT ORANGE, FL 32127
386-310-8784 ♦ 386-310-8783 FAX ♦ JJM@JAMESMORRISPA.COM

Pro's delay in submitting for Bid #14-33 resulted from an honest mistake as to when the response was due. The delay did not create an advantage for Waste Pro. Waste Pro's mistake should be excusable. Allowing Waste Pro to continue service to its ongoing business relationship with Port Orange citizens utilizing roll off services will promote continuing for Waste Pro customers and be in their best interest. It is respectfully requested that the City Commission, as allowed by City purchasing rules attached as Exhibit 1, waive the delay of the Waste Pro's submittal and allow it to be considered by the Council for award of a non-exclusive roll off franchise.

Please accept this letter as request to appear before the Council at its October 7, 2014 meeting to request the waiver. If not on October 7, the next available October date is requested.

Sincerely,

JAMES S. MORRIS, P.A.



James S. Morris

JSM/kw

- Based on information provided below the City has the options to (a) accept the bid and waive the fact it was submitted late. (b) Extend the current non-exclusive franchise. (c) Reject all bids and repost the RFP with a short due date.
 - The City has the capability to extend a franchise, as evident by current non-exclusive franchise extension.
 - Section 00070, City of Port Orange, Purchasing Division, General Requirements for Bids, 54 Postponement / Cancellation / Waiver of Irregularities states:
 - The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the Bid/RFP for new proposals; postpone or cancel, at any time, the Bid/RFP process; or waive any irregularities in the Bid/RFP or in the proposals received as a result of the Bid/ RFP, or to accept that proposal which best serves the interest of the City.
 - Section 00070, City of Port Orange, Purchasing Division, General Requirements for Bids, 17 Contract Renewal states:
 - Renewals may be made ONLY by written agreement between the CITY of PORT ORANGE and the bidder. Any price escalations are limited to those stated by the bidder on the original bid.
 - Section 00070, City of Port Orange, Purchasing Division, General Requirements for Bids, 69. Rejecting of Bids, Rebidding, states:
 - The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The city council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the city council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28)
 - Section 00070, City of Port Orange, Purchasing Division, General Requirements for Bids, 70 Review of Proposals states:
 - Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Bid/RFP. A responsive proposal is one which follows the requirements of the Bid/ RFP, includes all required documentation, is submitted in the format outlined in the Bid/RFP, is a timely submission, and has the appropriate signatures as required on each document. Failure to



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

October 17, 2014

Via Email: jim@jamesmorrispa.com

James S. Morris, Esquire
P. O. Box 291687
Port Orange, FL 32129-1687

Re: Waste Pro Roll-Off Services- Bid #14-33

Dear Mr. Morris:

Thank you for speaking with me on October 14, 2014, regarding your client and their request for consideration before city council. In our conversation we substantively agreed to the first three items listed below and pursuant to your request I have agreed to the last item.

- The letter of Waste Pro dated September 17, 2014, includes all matters relating to their request/protest regarding Bid #14-33.
- An informal hearing for Waste Pro, pursuant to the city's bid protest procedures, is not necessary and the hearing is waived by Waste Pro without prejudice to Waste Pro's right to appeal to the city council.
- The city manager's response to Waste Pro dated October 2, 2014, is accepted by Waste Pro as the city manager's written response without a hearing.
- The city manager's written response may be appealed by Waste Pro to the city council in the meeting of October 28, 2014, beginning at 6:30 p.m. or soon thereafter as this matter may be heard.

Please confirm your agreement with the foregoing on behalf of Waste Pro by affixing your signature in the place provided and return same to me via email for our scheduling before the city council.

Sincerely,

David T. Harden
City Manager

I hereby acknowledge and agree on behalf of Waste Pro to the items listed above.

James S. Morris, Esquire

Date: _____

"Growing In Beauty and Opportunity"

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

October 20, 2014

David Harden, Interim City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: *Waste Pro Submission*
Bid # 14-33 Non-Exclusive
Franchise for Roll Off Containers

Dear Mr. Harden:

Good afternoon. I was out of the office Friday so I am just now seeing your letter of Friday, October 17, 2014, copy attached hereto as Exhibit 1. Your letter sets out four (4) bullet points. I am not able to agree point by point as they are set out in your letter so I am responding here. The points you address provide:

- **The letter of Waste Pro dated September 17, 2014, includes all matters relating to their request/protest regarding Bid 14-33. Response:** Waste Pro's letter, together with my October 6, 2014 letter addressed in your care to the Council requesting a waiver addresses all of Waste Pro's matters relating to Bid 14-33.
- **An informal hearing for Waste Pro, pursuant to the city's bid protest procedures, is not necessary and the hearing is waived by Waste Pro without prejudice to Waste Pro's right to appeal to the city council. Response:**
I agree
- **The city manager's response to Waste Pro dated October 2, 2014, is accepted by Waste Pro as the city manager's written response without a hearing. Response:** Waste Pro agrees that your office is not allowed to grant a waiver. We agree no hearing was required or requested except to appear before council to request a waiver.
- **The city manager's response may be appealed by Waste Pro to the city council in the meeting of October 28, 2014, beginning at 6:30 p.m. or soon thereafter as this matter may be heard. Response:** As I mentioned in our phone conversation, my request as set out in my letter attached hereto as Exhibit 2 is to request a waiver from the terms of the item referenced as Bid 14-33. As I previously pointed out, though styled as a bid, Bid 14-33 functions as a request for proposals with all respondents that meet the criteria being deemed qualified to perform work in Port Orange. Bid 14-33 doesn't set the price of Respondent's performance for its clients. My letter is a request for waiver of a "bid" term (e.g., time of submission of response) staff said it could not waiver. It is not an appeal of your decision. As an administrator, you are bound to the rules and I understand that. Pursuant to one of the cited bid response rules noted in my letter, a bid provision may be waived at the discretion of the council

JAMES S. MORRIS, P.A. ♦ P.O. BOX 291687 ♦ PORT ORANGE, FL 32129
750 OAK HEIGHTS COURT ♦ PORT ORANGE, FL 32127
386-310-8784 ♦ 386-310-8783 FAX ♦ JJM@JAMESMORRISPA.COM

who determines whether the best interests of the citizens are served by allowing the waiver.

Finally, your letter refers to an October 28, 2014 meeting. In our phone call, you referred to a date of October 21, 2014. I am already scheduled to appear before the Daytona Beach Shores City Commission on October 28, 2014 at their 7:00 p.m. meeting. If I am to appear before the Port Orange Council on October 28, 2014, it is respectfully requested that the Waste Pro item be placed at the very beginning of the Port Orange agenda. I will request to be placed last at the Daytona Beach Shores meeting so that I may cover both meetings. Alternatively, at its October 21, 2014 Council meeting, the Council could extend Waste Pro's roll off contract until a time in November that would allow an opportunity for the matter to be heard by the council in November. At your convenience, please advise me of your choice in proceeding.

Sincerely,

JAMES S. MORRIS, P.A.



James S. Morris

JSM/kw

JAMES S. MORRIS
ATTORNEY AND COUNSELOR AT LAW

October 22, 2014

David Harden, Interim City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

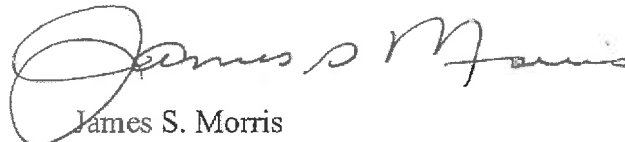
***Re: Waste Pro Submission
Bid # 14-33 Non-Exclusive
Franchise for Roll Off Containers***

Dear Mr. Harden:

The City Manager's response to Waste Pro dated October 2, 2014, is accepted by Waste Pro as the City Manager's written response without a hearing.

Sincerely,

JAMES S. MORRIS, P.A.



James S. Morris

JSM/kw

cc: Margaret Roberts, City Attorney
client



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-19 - Award of Non Exclusive Franchise for Roll-Off Containers (Bid No. 14-33)

DEPARTMENT: Public Works

RECOMMENDED MOTION: Staff recommends approval of Ordinance No. 2014-19, Granting Non-Exclusive Franchise Agreement for Roll-Off Containers (Bid #14.33) to Southeast Container Service, Inc., Samsula Waste Inc., and F.S.I. Roll Off Container Service and authorizing the Mayor and City Clerk to execute contract documents as required.

SUMMARY: Staff advertised and received three responsive submittals for the Non-Exclusive Franchise for Roll-Off Containers (Bid #14-33). Under this agreement the following vendors are allowed to contract container services for the collection and disposal of construction and demolition debris within the City of Port Orange with various organizations, firms, and entities: Southeast Container Service, Inc., Samsula Waste, Inc., and F.S.I. Roll Off Container Service.

In exchange, each vendor agrees to pay a monthly franchise fee of eight-five dollars (\$85.00) and a twenty dollar (\$20.00) "pull charge" on each container in service. This agreement will become effective November 6, 2014 through September 30, 2015.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance 2014-19	2014-19 attachment.pdf
----	-------------------	------------------------

Fenwick, Robin
Silvey, Mike
Harden, David

Created/Initiated - 10/16/2014
Approved - 10/20/2014
Final Approval - 10/20/2014

ORDINANCE NO. 2014-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO EACH OF THE FOLLOWING ENTITIES: SOUTHEAST CONTAINER SERVICE, INC., SAMSULA WASTE, INC., AND F.S.I. ROLL OFF CONTAINER SERVICE FOR PROVIDING ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE WITHIN THE CITY OF PORT ORANGE; OUTLINING FRANCHISEES' DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISEES SHALL OPERATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms, or entities (SERVICE) within the City of Port Orange (CITY) with the use of "roll-off" containers; and

WHEREAS, Southeast Container Service, Inc., Samsula Waste, Inc., and F.S.I. Roll Off Container Service, (FRANCHISEES), have the necessary equipment, personnel, and experience to properly perform the SERVICE; and

WHEREAS, it appears to be in the best interest of the CITY and its inhabitants, property owners, and merchants, each franchisee (FRANCHISEE) be awarded a non-exclusive right and FRANCHISE to provide the SERVICE within the CITY limits upon the terms and conditions recited below.

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

Section 1.

1. Definitions.

(a) CONSTRUCTION AND DEMOLITION DEBRIS shall have the same definition and meaning as defined in Section 403.703, Florida Statutes.

(b) SERVICE encompasses the use of "roll-on" and "roll-off" containers (CONTAINERS) as used with mechanical pick-up or compaction devices, or both of these devices.

(c) CONTAINERS means either open-top/scow type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

2. Franchisee's Authority.

(a) Each FRANCHISEE as follows: Southeast Container Service, Inc., Samsula Waste Inc., and F.S.I. Roll Off Container Service is hereby empowered and authorized to provide ROLL-OFF SERVICE in accordance with this Ordinance 2014-19. The FRANCHISEE will either furnish all necessary TRUCKS and other EQUIPMENT to perform such services, or will contract with other persons or companies duly licensed or franchised by the CITY for the furnishing of TRUCKS and EQUIPMENT, provided, however, that at all times the TRUCKS and EQUIPMENT shall comply with the requirements provided herein for EQUIPMENT owned and operated by the FRANCHISEE.

(b) The FRANCHISEE may contract to provide the SERVICE (CONTRACT) with any person, organization, firm, or entity (ENTITIES) within the CITY, if such ENTITIES have first requested the SERVICE. Such contracts must be approved by the Public Works Director or his designee prior to or within one (1) week (7 calendar days)

(DATE) of the placement of the CONTAINER for SERVICE. For each CONTAINER placed for SERVICE without a contract having been submitted to the Public Works Director by the DATE, a thirty dollar (\$30.00) inspection and administration LATE FEE shall be paid by the FRANCHISEE to the CITY. The CONTRACT shall not exceed the term of the FRANCHISE. The FRANCHISEE agrees to provide the Public Works Director with the location of its CONTAINERS and the name and address of and number of pick-ups to be made for each of the ENTITIES. The FRANCHISEE also recognizes that any CONTRACT between the FRANCHISEE and the ENTITIES has no affect whatsoever upon the CITY'S decision to grant the FRANCHISE, or any renewal decision made thereafter. If the Public Works Director disapproves a CONTRACT and the subject CONTAINER remains in service more than forty-eight (48) hours after telephone or written notice by the CITY to the FRANCHISEE to remove the CONTAINER, or if any CONTAINER should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the CITY to the FRANCHISEE to remove the CONTAINER, then, in either or both cases, the FRANCHISEE shall pay the CITY fifty dollars (\$50.00) per day until the CONTAINER is removed.

(c) The FRANCHISEE shall provide the EQUIPMENT and frequency of SERVICE as needed by the ENTITIES and as approved by the Public Works Director.

(d) All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the CONTAINERS agreed upon between the FRANCHISEE and the ENTITIES shall be set forth in the contract between FRANCHISEE and the ENTITIES, and approved by the Public Works Director pursuant to this section.

(e) The FRANCHISEE shall provide one (1) twenty-cubic-yard (20 cu.yd.) roll-off CONTAINER at the Public Works Facility, 407 Virginia Avenue, to be placed at this site every Monday morning before 8:00 A.M. The first such placement shall be as designated by the Public Works Director, in writing, at least seven (7) days in advance of such placement. This roll-off shall be pulled each Saturday before 12:00 Noon. There shall be no CHARGE to the CITY for each pick-up. The FRANCHISEE will pay the landfill tipping fee for each pick-up. In the event the FRANCHISEE fails to provide such CONTAINER during any weekly period, it shall pay to the CITY as liquidated damages for such failure the sum of \$250.00 per occurrence.

(f) The FRANCHISEE shall provide up to twelve (12) twenty-cubic-yard (20 cu.yd.) roll-off CONTAINERS to be placed at various locations throughout the community on an as-needed basis pursuant to written notice from the Public Works Director or his designee. The roll-offs must be picked up within twenty-four (24) hours of notice by the Public Works Director or his designee. There shall be no CHARGE to the CITY for any pick-up or landfill tipping fee. In the event the FRANCHISEE fails to provide any such CONTAINER, it shall pay to the CITY as liquidated damages for such failure the sum of \$500.00 per occurrence. The FRANCHISEE shall supply any additional CONTAINERS needed by the CITY at a flat fee of \$150.00 per CONTAINER, which includes drop-off, pick-up and landfill tipping fee.

3. Payments.

(a) The FRANCHISEE shall pay the CITY twenty dollars (\$20.00) (CHARGE) for each CONTAINER pick-up. The CHARGE shall be paid monthly and shall be based upon the number of CONTAINER pick-ups by the FRANCHISEE from the ENTITIES during the preceding month.

(b) The FRANCHISEE shall furnish the Public Works Director with an original and one (1) copy of an annual REPORT on or before the forty-fifth (45th) day (REPORT DATE) following the FRANCHISEE'S fiscal year end. The REPORT DATE shall be submitted to the Public Works Director on the date of the FRANCHISEE'S acceptance of this FRANCHISE, and the REPORT shall be prepared by an independent certified public accountant and in accordance with generally accepted auditing standards. The REPORT shall reflect the accuracy of the FRANCHISEE'S payments to the CITY as defined in this ORDINANCE, and shall ensure and include, but not be limited to, the following:

- (1) all CITY accounts are properly coded to reflect CHARGES accrued to the CITY;
- (2) the number of CITY-related CONTAINER pick-ups are correctly reported to the CITY;
- (3) all CITY payments are correctly computed and remitted to the CITY on a timely basis, or the interest-payment provision of subsection d, below, shall apply.

During the term of this FRANCHISE and its renewal, the FRANCHISEE shall make its CITY FRANCHISE books and records available to the CITY at all reasonable times. Failure to furnish the CITY with the REPORT or to maintain complete and accurate CITY FRANCHISE books shall be considered a material breach of this FRANCHISE, and the CITY shall be entitled to terminate this FRANCHISE and to collect any damages resulting therefrom.

(c) The FRANCHISEE shall have the sole responsibility for the billing and collection of all CHARGES described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, the FRANCHISEE shall have the right (provided that the FRANCHISEE may otherwise legally do so) to discontinue all SERVICES for non-payment after giving the CITY fifteen (15) days' prior written notice that such SERVICES will be discontinued and after receiving written approval from the Public Works Director to so discontinue the SERVICES.

(d) The FRANCHISEE shall pay the CITY eighty-five dollars (\$85.00) per month (FEE) for administrative and inspection costs and expenses incurred by the CITY in connection with this FRANCHISE. This FEE shall be payable from all FRANCHISEES to the CITY regardless of the number of FRANCHISEE pick-ups, beginning thirty (30) days after the effective date of the FRANCHISE and continuing for the duration of this FRANCHISE.

All statements of FEES and CHARGES by the FRANCHISEE, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following the FRANCHISEE'S fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of CONTAINER pick-ups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this FRANCHISE and shall allow the CITY to terminate the FRANCHISE as may be further provided in Section 9 below.

4. Term.

(a) The TERM of this FRANCHISE shall commence on November 6, 2014, and shall end on September 30, 2015. An acceptance of the provisions, conditions and stipulations of this FRANCHISE in the form attached hereto as **Exhibit A**, shall: (1) be in writing; (2) contain the FRANCHISEE'S local address; and (3) be filed with the CITY Clerk within fifteen (15) days of the adoption of this FRANCHISE.

5. Default.

In the event that the FRANCHISEE fails to provide adequate SERVICES to the ENTITIES by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ORDINANCE (as determined solely by the CITY), the CITY may, at its sole option, terminate this FRANCHISE (OPTION I), or take over the ROLL-OFF SERVICES (OPTION II), or both of these OPTIONS. In the event the CITY chooses OPTION II, it shall receive all CHARGE amounts regardless of the amounts normally retained by the FRANCHISEE.

6. Default by Other FRANCHISEES.

In the event other FRANCHISEES default or otherwise fail to provide adequate SERVICES (in the sole determination of the CITY), and the CITY chooses OPTION II as provided in Section 5 above, the FRANCHISEE agrees, if requested by the CITY, to provide the SERVICES or TEMPORARY SERVICES, or both of these types of service, if the FRANCHISEE may reasonably do so, given: 1) the FRANCHISEE'S EQUIPMENT and schedule; and (2) that a reasonable price can be determined by the FRANCHISEE, the CITY and the ENTITY for the SERVICES undertaking and completion.

7. Liability.

(a) The privileges herein are granted upon the express condition that the FRANCHISEE shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the SERVICES during the term of this FRANCHISE. Should the CITY be sued therefrom, the FRANCHISEE shall be notified of and have the duty to defend such suit, provided, however, that the CITY has the sole option to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to the FRANCHISEE. The FRANCHISEE specifically agrees to pay any such judgment rendered against the CITY in any such case, and to reimburse the CITY, in full, for all costs and fees on appeal.

(b) The attorneys chosen by the FRANCHISEE to represent the CITY in any suit concerning matters included within this section, shall be approved by the CITY, unless the CITY chooses to represent itself, as defined above. The FRANCHISEE shall indemnify and hold harmless the CITY, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with the FRANCHISEE'S activities permitted under this FRANCHISE.

(c) The FRANCHISEE further agrees to purchase public liability and property damage insurance (POLICY) in the amount of \$1,000,000.00 (per accident, public liability), and \$250,000.00 (property damage), and naming the CITY as an additional insured under the POLICY. The POLICY must provide that the CITY shall be given

thirty (30) days written notice prior to cancellation or modification, and a copy of the POLICY (or a Certificate of Insurance) shall be filed with the City Clerk on or before the effective date of this FRANCHISE and on or before the effective date of each POLICY renewal period.

8. Licenses.

The FRANCHISEE shall, at its sole expense, procure from all local, state, and federal governmental and agency authorities (having jurisdiction over the operations of the FRANCHISEE) all licenses, certificates, permits, or other authorizations which may be necessary for the conduct of the FRANCHISEE'S operations. The FRANCHISEE shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted, or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this FRANCHISE and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

9. Termination.

The privileges granted herein to the FRANCHISEE may be terminated by the CITY prior to the expiration of the TERM if any one (1) or more of the following events occur:

(a) The FRANCHISEE fails: (1) to pay the sums, FEES or CHARGES due to the CITY in a timely manner (FAILURE I); or (2) the FRANCHISEE fails to keep, perform, or observe each and every other promise, covenant, and condition designated to it under this ORDINANCE (FAILURE II). In the event of a FAILURE I or FAILURE II, the public Works Director shall notify the FRANCHISEE in writing of such FAILURE,

and the FRANCHISEE shall have thirty (30) days (PERIOD) from the receipt of such notice to correct (CORRECTION) the condition giving rise to such notice. If the CORRECTION is not made to the Public Works Director's satisfaction within the PERIOD, the Public Works Director shall give written notice to the FRANCHISEE that the privileges granted herein are terminated as of the date of such notice.

(b) If and when the FRANCHISEE shall liquidate, dissolve, or sell substantially all of its assets.

(c) If and when there is a transfer of fifty percent (50%) or more of the FRANCHISEE'S voting stock which results in a change in the FRANCHISEE'S control.

(d) If and when the FRANCHISEE becomes insolvent, or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against the FRANCHISEE under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of the FRANCHISEE, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

(e) If and when the FRANCHISEE provides the City thirty (30) days written notice of its intent to terminate, the FRANCHISEE hereby agrees that the City shall not be required to amend the Ordinance upon termination pursuant to this paragraph (9)(a). In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the FRANCHISEE to the CITY accruing thereby, and any liability of the FRANCHISEE to the CITY arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the CITY, without further notice.

10. Notices.

All notices herein required to be given by the CITY to the FRANCHISEE, except where specifically provided otherwise, may be effected either by hand delivery to any FRANCHISEE employee, or by United States mail (postage prepaid), addressed to the FRANCHISEE at its last known business address. All notices required to be given to the CITY shall be given to both the Public Works Director and the CITY Clerk either by hand delivery or by United States mail (postage prepaid), addressed to Public Works Director, City of Port Orange, 407 Virginia Avenue, Port Orange, Florida, 32127, and City Clerk, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129.

11. Remedies, Attorney's Fees and Costs.

All remedies provided in this FRANCHISE shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the CITY, at law or in equity. In the event the CITY shall prevail in any action arising hereunder, the FRANCHISEE shall pay the CITY'S costs, and any and all attorney's fees thereafter charged to the CITY.

12. Equipment.

(a) The FRANCHISEE agrees that it shall procure and maintain sufficient EQUIPMENT, or that it shall arrange on a contractual basis with other persons owning or leasing EQUIPMENT in compliance with the requirements of this FRANCHISE, to insure that the FRANCHISEE shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities, and conditions required under this ORDINANCE.

(b) All TRUCKS utilized by the FRANCHISEE and all CONTAINERS owned or leased by the FRANCHISEE shall be prominently identified on both the left and right sides with the FRANCHISEE'S name in letters not less than six inches (6") in height, and the FRANCHISEE'S business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such TRUCKS and CONTAINERS.

(c) All of the FRANCHISEE'S TRUCKS, CONTAINERS and EQUIPMENT shall conform to all CITY safety and sanitation requirements for refuse collection vehicles, and the EQUIPMENT must be approved by the Public Works Director. The FRANCHISEE specifically agrees that the Public Works Director shall have the right to inspect the TRUCKS or the EQUIPMENT, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

13. Non-assignability.

This FRANCHISE shall not be assignable by the FRANCHISEE without the prior written consent of the CITY COUNCIL as evidenced by an ordinance authorizing and approving such an assignment.

14. Effective Area.

This FRANCHISE shall be effective within the CITY'S corporate limits as they may from time to time exist.

15. Headings.

The paragraph headings of this FRANCHISE are for purposes of convenience only, and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

16. Warranty of FRANCHISEE.

The FRANCHISEE represents and warrants to the CITY that no appointed or elected CITY official, officer, employee or agent has any interest, either directly or indirectly, in the business of the FRANCHISEE to be conducted herein.

17. Non-compliance.

If the FRANCHISEE shall at any time fail to comply with any of the provisions of this FRANCHISE (unless such failure is beyond the FRANCHISEE'S control because of matters deemed to be an act of God), the CITY, after thirty (30) days written notice to the FRANCHISEE, may revoke this FRANCHISE and render it void and of no further effect.

18. Amendment.

The CITY reserves the right to amend this FRANCHISE at any time, and in any manner that the CITY deems necessary for the health, safety or welfare of the public. The CITY also reserves the right to prescribe, from time to time, reasonable rules and regulations (RULES) further governing the FRANCHISEE'S operations herein, including, but not limited to, hours and frequency of CONTAINER pick-up. These RULES may be issued through the Public Works Director, the CITY Manager or his designee, and they need not be memorialized in an ORDINANCE revision or other formal action by the CITY COUNCIL, the CITY COUNCIL'S approval of this ORDINANCE being an approval that the REGULATIONS should be so issued.

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

Section 4. This ordinance shall become effective on October 1, 2014.

ATTEST:

MAYOR ALLEN GREEN

Robin L. Fenwick, CMC, City Clerk

Passed on first reading the _____ day of _____, 2014.

Passed and adopted on second and final reading on the _____ day of _____, 2014.

Reviewed and Approved: _____


City Attorney

EXHIBIT "A"

ACCEPTANCE BY FRANCHISEE

The Franchise granted by Ordinance No. 2014-19 and all the additional and amended terms thereof, are hereby accepted, approved and agreed to this _____ day of _____, 2014.

Franchisee
(Entity Name)

Witness

Printed Name

By: _____

Title: _____

Witness

Printed Name

Attest: _____
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and _____ as _____ and _____, of _____ on behalf of said entity.

Notary Public

*Printed, typed or stamped name, commission
and expiration of commission term:*

Notary to check one:

___ Personally known

___ Produced Identification as follows:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2014-20 - Amendment to Police Pension Ordinance - Sections 54-122 & 54-139 of Article V of Chapter 54 of the Code of Ordinances

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Staff recommends approving Ordinance No. 2014-20, amending Section 54-122, Definitions, and Sections 139 (a), (c), and (d), Internal Revenue Code Compliance, of Article V of Chapter 54 of the Code of Ordinances.

SUMMARY: The attached ordinance has been prepared by the Attorney for the Police Pension Fund, Mr. Ken Harrison, to meet requirements under the current Internal Revenue Code. The Police Pension Board reviewed and recommended approval of these proposed amendments at their meeting of February 22, 2013. This ordinance has also been reviewed by the City's Pension Attorney, Mr. James W. Linn. An actuarial impact statement of the proposed ordinance, dated July 2, 2014, has been prepared by the Police Pension Fund's Actuary, Mr. Chad M. Little, and is attached for review.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ordinance 2014-20	Ordinance 2014-20.pdf
2.	Actuarial Impact Statement	Actuarial Impact Statement Ord 2014-20.pdf

Fenwick, Robin
Steinebach, Donna
Harden, David

Created/Initiated - 10/09/2014
Approved - 10/12/2014
Final Approval - 10/14/2014

ORDINANCE NO. 2014-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR COMPLIANCE WITH SECTION 401(a) OF THE INTERNAL REVENUE CODE BY AMENDING SECTION 54-122, DEFINITIONS, SECTION 54-139(a), (c) and (d), INTERNAL REVENUE CODE COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 13, 2011, an application was filed with the Internal Revenue Service for a Favorable Determination Letter regarding the qualified status of the Plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, on September 27, 2012, the Internal Revenue Service issued a Favorable Determination Letter, finding that the Plan complies with all qualification requirements; and

WHEREAS, the Favorable Determination Letter is subject to the timely adoption of the amendments provided herein, and

WHEREAS, the trustees of the City of Port Orange Police Pension Fund has requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the retirement plan;

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

Section 1. Section 54-122, Definitions, of the City of Port Orange Police Pension Fund is hereby amended as follows:

Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund; lump-sum payments for accumulated sick and annual leave upon termination of employment, but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012; amounts withheld for tax-sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:

- (1) The payments are paid according to a formal written policy that applies to all eligible employees equally;
- (2) The payments are paid for as long as the employee continues his or her employment; and
- (3) The payments are paid at least annually.

Compensation shall exclude lump sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012, except as otherwise provided above. Compensation for any plan year shall not include any amounts in excess of the maximum amount specified in section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations. Compensation for any plan year shall not include overtime compensation in excess of 300 hours per calendar year, lump-sum payments for accumulated sick and annual leave upon termination of employment for more than the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1,

2011 and March 1, 2012; or extra duty or special detail work performed on behalf of a second party employer.

Notwithstanding the definition of compensation above, compensation for employees hired after January 31, 2011 shall exclude lump sum payments for accumulated sick and annual leave.

~~For the purpose of applying the limitations set forth in sections 401(a)(17) and 415 of the Internal Revenue Code, compensation shall include any elective deferral (as defined in Code section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the member and which is not includible in the gross income of the member by reason of section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in subsection (a) of section 54-139 hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the member by reason of section 132(f)(4) of the Internal Revenue Code.~~

Section 2. Subsection (a), *Maximum Pension* of Section 54-139, *Internal Revenue Code Compliance*, of the City of Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-139. Internal Revenue Code Compliance.

~~(a) — Maximum Pension~~

~~Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a participant shall not exceed the Dollar Limitation set forth below. If the benefit the participant would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.~~

~~(1) — Definitions Used in this Section~~

~~(A) — “Annual Pension” means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth~~

~~below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:~~

- ~~(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or~~
- ~~(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.~~

~~No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.~~

~~(B) “Dollar Limitation” means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:~~

~~(i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--~~

~~(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.~~

~~(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:~~

~~(I) — the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) — the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit~~

~~(with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).~~

~~(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.~~

~~(2) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.~~

~~(3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.~~

~~(4) In the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.~~

~~(5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.~~

~~(6) Should any participant participate in more than one defined benefit plan maintained by the City, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.~~

~~(7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.~~

~~(8) The determination of the Annual Pension under Paragraph (a)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.~~

~~(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.~~

(a) Maximum Amount of Retirement Income.

(1) The limitations of this Subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this Subsection (a) shall supersede any provision of the Plan to the extent such provision is inconsistent with this Subsection.

The Annual Pension as defined in Paragraph (2) below otherwise payable to a Member at any time shall not exceed the Dollar Limitation for the Member multiplied by a fraction whose value cannot exceed one, the numerator of which is the Member's number of years (or part thereof, but not less than one year) of service with the City and the denominator of which is 10. For this purpose, no more than one year of service may be credited for any Plan Year. If the benefit the Member would otherwise accrue in a limitation year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Dollar Limitation.

(2) "Annual Pension" means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

a. For limitation years beginning on or after July 1, 2007

1. the straight life annuity (if any) payable to the Member under the Plan commencing at the same Annuity Starting Date as the Member's form of benefit, or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

b. For limitation years beginning before July 1, 2007

1. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using the interest rate and mortality basis specified in Section 54-122 used for Actuarial Equivalence for the particular form of payment under the Plan), or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(3) “Dollar Limitation” means, effective for the first limitation year beginning after January 1, 2001, \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Member’s benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The Dollar Limitation shall be further adjusted based on the age of the Member when the benefit begins as follows:

a. For Annuity Starting Dates in limitation years beginning on or after July 1, 2007

1. If the Annuity Starting Date for the Member’s benefit is after age 65

(i) If the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member’s Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member’s Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity

Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subclause (3)a.1.(i) of this Subsection(a). For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date is the annual amount of such annuity payable to the Member, computed disregarding the Member's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Member who is age 65 and has the same Accrued Benefit as the Member.

2. Except with respect to a Member who is a "Qualified Member" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code), if the Annuity Starting Date for the Member's benefit is before age 62.

(i) If the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subclause (3)a.2.(i) of this Subsection (a).

b. For Annuity Starting Dates in limitation years beginning before July 1, 2007

<u>Age as of Annuity Starting Date:</u>	<u>Adjustment of Dollar Limitation:</u>
<u>Over 65</u>	The smaller of: (a) <u>the actuarial equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified in Section 54-122, or</u> (b) <u>the actuarial equivalent of the limitation for age 65, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).</u> <u>Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the Member. If any benefits are forfeited upon death, the full mortality decrement is taken into account.</u>
<u>62 to 65</u>	<u>No adjustment.</u>
<u>Less than 62</u>	The smaller of: (a) <u>the actuarial equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified in Section 54-122, or</u> (b) <u>the actuarial equivalent of the limitation for age 62, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).</u> <u>This adjustment shall not apply to any "Qualified Member" as defined in Section 415(b)(2)(H), nor to survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code.</u>

(4) With respect to Subclause (3)a.1.(i), Subclause (3)a.2.(i) and Subparagraph (3)b. above, no adjustment shall be made to the Dollar Limitation to reflect the probability of a Member's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Member prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Member's death if the Plan does not charge Members for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Member's death.

(5) The term "limitation year" is the 12 month period which is used for application of the limitations under Code Section 415 and shall be the calendar year.

(6) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the Member has never participated in a Defined Contribution Plan maintained by the City.

(7) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Subsection 415(d) of the Code.

(8) In the case of a Member who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (3) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(9) Any portion of a Member's benefit that is attributable to mandatory Member contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(10) Should any Member participate in more than one defined benefit plan maintained by the City, in any case in which the Member's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the Member's benefit under this Plan shall be reduced so that the Member's combined benefits will equal the Dollar Limitation.

(11) For a Member who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(12) The determination of the Annual Pension under this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) 2 and ½ (two and one-half) months after

severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

Section 3. Subsection (c), *Required Minimum Distributions*, of Section 54-139, *Internal Revenue Code Compliance*, of the City of Port Orange Police Pension Fund is hereby amended as follows:

(c) Required Minimum Distributions.

... [Subsections (1) and (2) remain unchanged]

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

a. Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

... [Subsection (3)b. remains unchanged]

[Subsections (4) and (5) remain unchanged]

(6) *Definitions.*

a. *Designated beneficiary.* The individual who is designated as the beneficiary under the plan and is the designated beneficiary under section 401(a)(9) of

the Code and section ~~1.401(a)(9)-1, Q&A-4,~~
1.401(a)(9)-4 of the Treasury regulations.

b. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (2) of this subsection (c).

c. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

Section 4. Subsection (d), of Section 54-139, *Internal Revenue Code Compliance*, of the City of Port Orange Police Pension Fund is hereby amended as follows:

... [Subsection (d) (1) remains unchanged]

(2) *Definitions.* The following definitions apply to this section:

a. *Eligible rollover distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

1. Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;
2. Any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

3. The portion of any distribution that is made upon the hardship of the member ~~a hardship distribution described in section 401(k)(2)(B)(i)(IV) of the Code~~; and
4. The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

... [Subsections (d) (3), (4) and (5) remain unchanged]

Section 5. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the

invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 8 This ordinance amendment shall take effect on adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2014.

Passed and adopted on second and final reading on the _____ day of _____, 2014.

Reviewed and Approved: _____


Margaret T. Roberts, City Attorney



July 2, 2014

Karan Rounsavall
Pension Administrator
City of Port Orange Police Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed IRC Compliance Ordinance

Dear Karan:

As requested, we have determined the impact associated with revising the provisions of the City of Port Orange Police Pension Fund (the Plan) to meet the requirements under the current Internal Revenue Code (the IRC). This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Item	Section	Amendment
(1)	54-122, Definitions. Compensation.	Eliminated certain language referencing IRC limitations.
(2)	54-139 Internal Revenue Code Compliance. (a) Maximum Pension.	Section 54-139(a) renamed Maximum Amount of Retirement Income. Language replaced for compliance with the IRC.
(3)	54-139 Internal Revenue Code Compliance. (c) Required Minimum Distributions and Definitions.	Updated language to correct reference to Section 1.401(a)(9)-6 and 1.401(a)(9)-4 of U.S. Treasury Regulations.
(4)	54-139 Internal Revenue Code Compliance. (d) Definitions.	Updated language to correct hardship distribution provision.

Actuarial Impact

The total amount of benefits payable under the Plan is not anticipated to be affected by this change in Plan provisions. Therefore, there is no material impact to the cost of Plan.

Please let us know if you have any questions or need additional information.

Sincerely,

Chad M. Little, ASA, EA
Partner, Consulting Actuary

OLD BUSINESS

- A. Discussion and possible action regarding overpayment of pension benefits to William Schulz in the amount of \$2,979.77

This item was deferred from the February 21, 2014 meeting in order that the actuary could verify Mr. Schulz's correct current monthly benefit and the total amount of the overpayment since his retirement in 2006. The matter was also deferred in order that Mr. Mulfinger could review his records as to his timing for verification of monthly pension benefits which determined the amount of the overpayment for which Morgan Stanley was responsible. (Note: Mr. Mulfinger previously accepted responsibility for the initial incorrect payment.)

Attorney Harrison reminded the Board of its obligation to collect the overpayment. Mr. Schulz's initial monthly benefit payment was \$7,265.78 which was \$30 more than the \$7,235.78 benefit calculated by the actuary at the time of his retirement. The overpayment was exacerbated when Mr. Schulz received his first three percent cost-of-living increase (COLA) in 2011.

Actuary Chad Little calculated the correct ongoing monthly benefit payment as well as the total amount of the overpayment to Mr. Schulz since 2006. He determined that the correct ongoing monthly benefit payment to Mr. Schulz was \$8,143.93 (given COLAs since 2011). First State Trust (custodian) was notified and corrected his payment as of February 2014.

The actuary further determined that Mr. Schulz was overpaid \$2,979.77 since February 2006 (97 months). This was the amount to be repaid to the Pension Fund in a manner to be determined by the Board. Mr. Mulfinger, on behalf of Morgan Stanley, accepted responsibility for the first 13 months of the overpayment (i.e. \$390).

Member Kennedy moved to direct Attorney Harrison to prepare a letter to Mr. Schulz offering two options for repaying the \$2,589.77 overpayment (\$2,979.77 minus \$390 = \$2,589.77), to-wit: (1) a single lump sum payment of the outstanding balance; or (2) withholding and crediting future COLA adjustments toward the outstanding balance until it was paid in full. Member Besuden seconded the motion and it carried unanimously.

- B. Status report on proposed ordinance amending the Pension Plan to provide for compliance with the Internal Revenue Code (per the Plan's September 27, 2012 favorable determination letter)

The subject ordinance had been pending for over a year. The City's most recent revisions were reviewed by Sugarman & Susskind and no objections were noted. Attorney Harrison advised that a motion to move the revised IRS compliance ordinance forward was in order.

Member Kennedy moved to forward the subject ordinance onto City Council for its consideration and adoption. Member Besuden seconded the motion and it carried on an all yes vote.

NEW BUSINESS

- A. Provide names and signatures of individuals authorized to execute and direct First State Trust (custodian) and further certify the required number of signatures necessary to so direct

Excerpt from February 22, 2013 Police Pension Board Meeting Minutes

standard Summary Plan Description, not just an outline. Thereupon the following Motion was made:

Motion made by William Proctor for Board
Actuary to prepare a Summary Plan Description
for the amount of \$3000.00. Seconded
by Steve Braddock. Approved by voice vote 4-0.



Item 9: Board Attorney Comments:

Board Attorney told the Board the IRS had issued a favorable determination confirming the plan was compliant with the Internal Revenue Code's requirements for qualified plans. He noted that the favorable determination was contingent on an amendment to the Ordinance adopting certain language which had been negotiated. Board Attorney said that the Board needed a Motion to approve the new ordinance amendment amending the IRC Compliance section. Thereupon the following Motion was made:

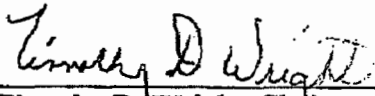
Motion made by William Proctor to approve
The IRS required amendment to the Code of Ordinances
Seconded by Steve Braddock. Approved by voice
Vote 4-0.

Board Actuary will prepare a statement of no impact and forward it to the Board Attorney. Board Administrator will then send everything to the City Clerk for enactment by the City legislature.

Board Attorney advised the Board on the pending legislation affecting 175 and 185 Plans. Senate Bill 458, which involves the premium tax benefits, was reviewed again with the Board.

The Board having no further questions for the Board Attorney and no further business, a Motion to adjourn was made by Steve Braddock. Meeting adjourned at 3:40 p.m.

Dated this 17TH day of May, 2013.



Timothy D. Wright, Chairman

Steinebach, Donna

From: Jim Linn <jlinn@llw-law.com>
Sent: Tuesday, September 23, 2014 11:11 AM
To: Roberts, Margaret; Steinebach, Donna
Cc: London, Tracy
Subject: RE: RE: Police Pension - IRS Compliance Ordinance

Margaret – I have reviewed the draft ordinance amending the police pension plan to comply with IRS requirements, and all of the changes appear to be appropriate and required by federal law.

There are a few technical issues:

- On page 13 in the left column of the chart (under the heading “Age as of Annuity Starting Date”) – at the bottom, the age appears to be a missing after the words “less than.” I believe this should read: “Less than 62.”
- On page 16, I believe subsection (3)(A) should be (3)a. Also – after the amended language of (3)a., the bracketed language should read: “[Subsection (3)b. remains unchanged].”

Please let me know if you have any questions.

Jim

James W. Linn

Shareholder

Lewis, Longman & Walker, P.A.

315 South Calhoun Street, Suite 830

Tallahassee, Florida 32301

jlinn@llw-law.com

(t) 850.222.5702

(f) 850.224.9242

[vCard](#) | [Website](#) | [Bio](#)

[join us online](#)

The information contained in this transmission may be legally privileged and confidential. It is intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that you received this communication in error, and that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply email and delete the message and all copies of it.

Pursuant to federal regulations imposed on practitioners who render tax advice (“Circular 230”), we are required to advise you that any tax advice contained herein is not intended or written to be used for the purpose of avoiding tax penalties that may be imposed by the Internal Revenue Service. If this advice is or is intended to be used or referred to in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement, the regulations under Circular 230 require that we advise you as follows: (1) this writing is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on a taxpayer; (2) the advice was written to support the promotion or marketing of the transaction(s) or matter(s) addressed by the written advice; and (3) the taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

From: Roberts, Margaret [<mailto:mroberts@port-orange.org>]
Sent: Thursday, August 28, 2014 5:58 PM
To: Jim Linn; Steinebach, Donna



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Library Advisory Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Staff recommends re-appointing Stan Hetrick to the Library Advisory Board.

SUMMARY: Stan Hetrick's term is up in October 2014. Mr. Hetrick has expressed an interest to continue serving on the Library Advisory Board. The new term is for three (3) years and will expire in October 2017. There are no other applicants for this Board.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin	Created/Initiated - 10/16/2014
Fenwick, Robin	Approved - 10/16/2014
Harden, David	Final Approval - 10/20/2014



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Report from Kemper Sports Management regarding Cypress Head Golf Course

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Motion to accept the reports as presented.

SUMMARY: Attached are the reports from KemperSports. They will be present to provide their report to Council.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Financial Reports	Financials.pdf
2.	Evaluations	Evaluation.pdf
3.	Trial Balance Summary	Trial Balance Summary.pdf

Fenwick, Robin

Created/Initiated - 10/20/2014

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2014

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(35,825)	(2,019)	9,574	21,407	28,434	55,114	50,395	(5,093)	(7,412)	(14,955)	(7,762)	(14,330)	77,526
Management Fee Expense	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(7,225)	(86,700)
Depreciation & Amortization	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(6,420)
Net Income	(43,585)	(9,779)	1,814	13,647	20,674	47,354	42,635	(12,853)	(15,172)	(22,715)	(15,522)	(22,090)	(15,594)
Working Capital Changes													
Inventory	(8,827)	(6,508)	(4,484)	(237)	(5,023)	3,343	3,086	3,190	3,934	4,110	1,116	(4,870)	(11,169)
Receivables	54,761	4,581	1,595	(249)	(2,741)	(1,692)	3,286	(804)	(6,361)	591	5,243	(40,905)	17,306
Prepaid Expenses	3,841	(1,759)	(231)	3,806	5,506	(4,392)	2,978	2,830	(16,403)	3,780	(3,911)	(4,384)	(8,341)
Payables	34,138	(20,206)	(17,655)	(233)	9,817	(11,531)	2,305	6,826	9,922	(11,078)	(14,224)	5,232	(6,687)
Due to from the City	11,749	11,892	13,004	12,084	(35,828)	(305)	(11,391)	12,244	11,864	53,241	57,762	(24,546)	111,771
Accrued Expenses	(2,308)	2,274	6,354	(20,025)	4,261	18,241	(7,450)	(3,840)	5,737	(21,492)	5,717	1,215	(11,315)
Deferred Revenues	(21,103)	(13,021)	(8,752)	(17,857)	(15,424)	(12,230)	(13,992)	(21,345)	(13,753)	(17,028)	(5,364)	83,742	(76,126)
Depreciation & Amortization	535	535	535	535	535	535	535	535	535	535	535	535	6,420
Operating Cash Flow	29,200	(31,991)	(7,819)	(8,530)	(18,223)	39,325	21,992	(13,217)	(19,697)	(10,055)	31,351	(6,071)	6,265
Investing Activities													
Financing Activites													
Net Cash Flows	29,200	(31,991)	(7,819)	(8,530)	(18,223)	39,325	21,992	(13,217)	(19,697)	(10,055)	31,351	(6,071)	6,265
Beginning Cash	68,414	97,614	65,623	57,804	49,274	31,051	70,376	92,367	79,150	59,454	49,399	80,749	801,275
Net Cash Flows	29,200	(31,991)	(7,819)	(8,530)	(18,223)	39,325	21,992	(13,217)	(19,697)	(10,055)	31,351	(6,071)	6,265
Ending Cash	97,614	65,623	57,804	49,274	31,051	70,376	92,367	79,150	59,454	49,399	80,749	74,679	807,540

**The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2014**

	<u>September</u>	<u>YTD</u>
EBITDA	(\$14,330.36)	\$77,525.96
Management Fee Expense	(7,225.01)	(86,700.12)
Depreciation & Amortization	<u>(534.97)</u>	<u>(6,419.64)</u>
Net Income	(22,090.34)	(15,593.80)
Working Capital Changes		
Inventory	(4,869.78)	(11,169.23)
Receivables	(40,904.60)	17,305.76
Payables	5,232.02	(6,686.61)
Due to from the City	(24,545.98)	111,771.05
Prepays	(4,383.83)	(8,341.00)
Accrued Liabilities	1,214.65	(11,315.10)
Other Liabilities	83,742.09	(76,126.15)
Depreciation & Amortization	<u>534.97</u>	<u>6,419.64</u>
Operating Cash Flow	(6,070.80)	6,264.56
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(6,070.80)</u>	<u>6,264.56</u>
Beginning Cash	80,749.42	68,414.06
Net Cash Flows	<u>(6,070.80)</u>	<u>6,264.56</u>
Ending Cash	<u>74,678.62</u>	<u>74,678.62</u>

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
31,470	37,534	84%	30,260	104%	Green Fees	594,288	692,128	86%	657,540	90%	692,128	594,288
25,587	37,509	68%	25,831	99%	Cart Fee	456,771	536,852	85%	477,805	96%	536,852	456,771
0	0	0%	0	0%	Initiation Fees	250	0	0%	0	0%	0	250
0	0	0%	0	0%	Merchandise	193	0	0%	0	0%	0	193
20	68	29%	0	0%	Handicap Fee	4,734	6,303	75%	5,888	80%	6,303	4,734
65	0	0%	200	33%	Lessons	1,427	0	0%	3,688	39%	0	1,427
65	254	26%	55	117%	Rental Clubs	2,285	3,748	61%	2,680	85%	3,748	2,285
3,867	6,343	61%	5,206	74%	Retail	72,079	84,703	85%	79,267	91%	84,703	72,079
1,533	3,918	39%	1,560	98%	Range	35,287	50,584	70%	38,342	92%	50,584	35,287
8,710	14,740	59%	8,079	108%	Food & Beverage	165,183	198,080	83%	162,656	102%	198,080	165,183
4,201	6,320	66%	3,819	110%	Beer	75,554	84,340	90%	74,159	102%	84,340	75,554
1,682	3,960	42%	2,382	71%	Liquor	37,828	46,189	82%	39,981	95%	46,189	37,828
241	709	34%	92	262%	Wine	7,808	7,232	108%	6,045	129%	7,232	7,808
0	0	0%	0	0%	F&B Other	1,374	0	0%	638	215%	0	1,374
2,039	3,037	67%	2,447	83%	City Surcharge R & R	38,076	43,822	87%	42,969	89%	43,822	38,076
79,480	114,392	69%	79,932	99%	Total Revenues	1,493,137	1,753,981	85%	1,591,660	94%	1,753,981	1,493,137
COST OF GOODS SOLD												
33	4,757	1%	4,906	1%	COGS - Merchandise	49,275	58,537	84%	56,448	87%	58,537	49,275
4,506	5,628	80%	3,762	120%	COGS - Food & Beverage	75,150	74,971	100%	65,826	114%	74,971	75,150
2,065	2,339	88%	1,593	130%	COGS - Beer	27,336	30,916	88%	29,814	92%	30,916	27,336
572	871	66%	331	173%	COGS - Liquor	6,759	10,161	67%	8,176	83%	10,161	6,759
29	170	17%	21	135%	COGS - Wine	3,273	1,686	194%	1,811	181%	1,686	3,273
7,205	13,765	52%	10,613	68%	Total COGS	161,794	176,271	92%	162,075	100%	176,271	161,794
72,276	100,627	72%	69,319	104%	GROSS MARGIN	1,331,343	1,577,710	84%	1,429,585	93%	1,577,710	1,331,343
0.85%	75.00%	1.14%	94.24%	0.91%	COGS - Merchandise %	68.18%	69.11%	98.66%	71.21%	95.74%	69.11%	791.94%
51.73%	38.18%	135.49%	46.56%	111.11%	COGS - Food & Beverage %	45.50%	37.85%	120.20%	40.47%	112.42%	37.85%	553.15%
49.16%	37.01%	132.83%	41.72%	117.84%	COGS - Beer %	36.18%	36.66%	98.70%	40.20%	90.00%	36.66%	443.32%
34.02%	21.99%	154.69%	13.90%	244.72%	COGS - Liquor %	17.87%	22.00%	81.23%	20.45%	87.37%	22.00%	230.00%
11.85%	23.98%	49.41%	22.94%	51.66%	COGS - Wine %	41.92%	23.31%	179.82%	29.96%	139.93%	23.31%	509.02%
48.35%	35.01%	138.10%	39.71%	121.75%	COGS - All Food & Bev	39.29%	35.06%	112.08%	37.35%	105.21%	35.06%	477.62%
PAYROLL												
14,191	17,550	81%	17,710	80%	Gross Payroll - Salaried	205,247	211,900	97%	210,388	98%	211,900	205,247
(112)	4,568	-2%	4,765	-2%	Gross Kitchen Payroll - Salaried	39,595	54,816	72%	35,663	111%	54,816	39,595
18,670	20,676	90%	18,625	100%	Gross Payroll - Hourly	234,080	253,083	92%	245,702	95%	253,083	234,080
5,246	4,986	105%	4,207	125%	Gross Kitchen Payroll - Hourly	74,517	62,086	120%	77,096	97%	62,086	74,517
37,995	47,780	80%	45,308	84%	S/T Wages	553,440	581,885	95%	568,849	97%	581,885	553,440
3,249	3,656	89%	3,343	97%	Payroll Tax - FICA	42,594	44,518	96%	42,057	101%	44,518	42,594
652	544	120%	510	128%	Payroll Tax - UC	13,671	15,877	86%	18,127	75%	15,877	13,671
803	1,056	76%	851	94%	Payroll Tax - WC	11,899	12,373	96%	11,688	102%	12,373	11,899
6,843	7,673	89%	6,859	100%	Benefits	79,656	87,183	91%	78,959	101%	87,183	79,656
11,548	12,929	89%	11,564	100%	S/T Adders	147,819	159,951	92%	150,832	98%	159,951	147,819
49,542	60,709	82%	56,871	87%	TOTAL PAYROLL	701,259	741,836	95%	719,681	97%	741,836	701,259
OPERATING EXPENSES												
162	322	50%	306	53%	Bar Supplies	4,611	5,591	82%	5,114	90%	5,591	4,611
0	0	0%	0	0%	Cart Supplies	468	271	173%	420	112%	271	468

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
109	135	81%	294	37%	Course Accessories	3,887	1,895	205%	2,408	161%	1,895	3,887
117	108	108%	49	241%	Dining Room Supplies	1,743	1,703	102%	1,352	129%	1,703	1,743
1,542	1,360	113%	894	173%	Fertilizer	11,111	14,517	77%	12,847	86%	14,517	11,111
1,655	0	0%	694	238%	Fuel	13,664	15,841	86%	15,260	90%	15,841	13,664
0	178	0%	0	0%	Fungicides	2,155	2,447	88%	2,155	100%	2,447	2,155
283	1,942	15%	1,210	23%	Herbicides	12,667	9,986	127%	8,921	142%	9,986	12,667
496	980	51%	1,944	26%	Insecticides	12,317	9,252	133%	9,047	136%	9,252	12,317
246	415	59%	327	75%	Janitorial Supplies	7,421	8,874	84%	8,374	89%	8,874	7,421
72	90	80%	106	68%	Kitchen Supplies	3,579	2,358	152%	2,601	138%	2,358	3,579
150	243	62%	282	53%	Laundry/Linens	5,858	5,149	114%	4,308	136%	5,149	5,858
91	0	0%	0	0%	Laundry/Uniforms	2,417	1,076	225%	908	266%	1,076	2,417
459	109	421%	419	110%	Office Supplies	4,287	4,733	91%	4,868	88%	4,733	4,287
0	0	0%	0	0%	Printing	0	2,811	0%	0	0%	2,811	0
0	0	0%	0	0%	Range Balls	2,970	3,500	85%	0	0%	3,500	2,970
0	0	0%	106	0%	Range Expenses	1,206	400	301%	1,002	120%	400	1,206
0	1,151	0%	611	0%	Sand/Topdress	2,479	3,677	67%	3,055	81%	3,677	2,479
0	0	0%	0	0%	Seeds/Trees	16,131	13,109	123%	13,009	124%	13,109	16,131
0	0	0%	0	0%	Small Tools	58	47	124%	46	127%	47	58
0	0	0%	0	0%	Staff/Volunteer Uniforms	178	2,400	7%	2,203	8%	2,400	178
0	0	0%	0	0%	Supplies	3,126	1,575	198%	1,839	170%	1,575	3,126
50	0	0%	0	0%	Tournament Expense	812	75	1083%	649	125%	75	812
91	250	36%	91	100%	Alarm System	1,953	742	263%	788	248%	742	1,953
340	0	0%	0	0%	Carpet Cleaning	890	769	116%	795	112%	769	890
770	0	0%	190	405%	Cart Repairs	2,889	0	0%	673	429%	0	2,889
259	270	96%	235	110%	Computer Service	2,985	2,624	114%	2,818	106%	2,624	2,985
549	549	100%	549	100%	Contract Cleaning	6,588	6,588	100%	6,588	100%	6,588	6,588
0	0	0%	0	0%	Guest Relations	0	0	0%	41	0%	0	0
0	0	0%	0	0%	Handicap Expense	4,788	5,593	86%	5,909	81%	5,593	4,788
0	0	0%	0	0%	Indoor Plant Maint	0	180	0%	180	0%	180	0
754	78	967%	899	84%	Irrigation	4,706	4,387	107%	3,687	128%	4,387	4,706
184	0	0%	284	65%	Lesson Expense	1,028	0	0%	2,595	40%	0	1,028
115	0	0%	300	38%	Pest Control	1,590	0	0%	600	265%	0	1,590
418	1,728	24%	1,165	36%	Repair & Maint - Equipment	25,138	25,620	98%	26,403	95%	25,620	25,138
0	84	0%	140	0%	Repair & Maint - Building	6,783	6,259	108%	5,414	125%	6,259	6,783
0	0	0%	0	0%	Security	0	6	0%	0	0%	6	0
6,032	6,287	96%	6,287	96%	Cart Lease	72,386	75,444	96%	75,444	96%	75,444	72,386
5,284	5,049	105%	4,928	107%	Equipment Lease	63,412	60,589	105%	59,092	107%	60,589	63,412
157	0	0%	157	100%	Off-Site Storage	1,757	0	0%	314	560%	0	1,757
1,017	960	106%	944	108%	Utilities - Electric	13,117	12,116	108%	11,853	111%	12,116	13,117
615	588	105%	214	288%	Utilities - Gas	10,349	10,205	101%	8,872	117%	10,205	10,349
3,586	3,727	96%	3,428	105%	Utilities - Other	41,126	48,899	84%	43,303	95%	48,899	41,126
242	1,197	20%	102	236%	Utilities - Telephone/Fax	2,598	4,109	63%	2,918	89%	4,109	2,598
189	200	95%	170	111%	Utilities - Water	2,299	2,652	87%	2,370	97%	2,652	2,299
869	150	580%	726	120%	Advertising & Promotion	18,990	17,308	110%	16,504	115%	17,308	18,990
26	107	25%	80	33%	Bank Charges	563	484	116%	409	138%	484	563
(410)	0	0%	(38)	1091%	Cash Short/(Over)	134	0	0%	1,553	9%	0	134
175	150	117%	150	117%	Cell Phone	1,925	1,800	107%	1,300	148%	1,800	1,925
2,039	3,037	67%	2,447	83%	City Surcharge R & R	38,076	43,822	87%	42,969	89%	43,822	38,076
0	22	0%	35	0%	Copier/Photocopies	714	224	319%	497	144%	224	714
1,682	676	249%	1,672	101%	Credit Card Discounts	26,569	25,980	102%	26,153	102%	25,980	26,569
0	968	0%	40	0%	Dues & Subscriptions	666	969	69%	461	144%	969	666
0	0	0%	0	0%	Education & Training	0	0	0%	496	0%	0	0
12	473	2%	172	7%	Employee Relations	3,105	3,949	79%	3,365	92%	3,949	3,105
0	0	0%	0	0%	Employee Testing	306	97	315%	97	316%	97	306
3,665	3,317	110%	3,481	105%	Insurance Expense	42,403	39,818	106%	40,180	106%	39,818	42,403
0	0	0%	221	0%	Member Relations	725	5,510	13%	5,753	13%	5,510	725
69	0	0%	0	0%	Messenger Service - Fedex	369	247	149%	434	85%	247	369
0	165	0%	0	0%	Miscellaneous	0	6,604	0%	8,231	0%	6,604	0

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	O/S - Accounting	13,200	13,029	101%	14,300	92%	13,029	13,200
80	0	0%	0	0%	O/S - Legal	230	0	0%	0	0%	0	230
1,800	1,600	113%	1,600	113%	O/S - Other	6,004	7,320	82%	14,645	41%	7,320	6,004
337	354	95%	372	91%	Payroll Processing Fee	3,197	2,513	127%	3,487	92%	2,513	3,197
154	161	96%	37	418%	Postage/Shipping	634	832	76%	577	110%	832	634
0	0	0%	200	0%	Professional Dues	0	0	0%	700	0%	0	0
129	56	230%	45	286%	Tax/Licenses/Fees	797	649	123%	706	113%	649	797
0	200	0%	112	0%	Theft Loss	3,803	2,313	164%	1,981	192%	2,313	3,803
402	1,132	36%	718	56%	Travel - Other	8,521	12,136	70%	9,555	89%	12,136	8,521
0	0	0%	0	0%	Website Expenses	2,100	2,215	95%	2,100	100%	2,215	2,100
37,064	40,568	91%	39,392	94%	TOTAL OPERATING EXPENSES	552,558	565,888	98%	557,497	99%	565,888	552,558
(14,330)	(650)	2205%	(26,944)	53%	EBITDA	77,526	269,986	29%	152,407	51%	269,986	77,526
7,225	7,225	100%	7,083	102%	Management Fee	86,700	86,700	100%	85,000	102%	86,700	86,700
7,225	7,225	100%	7,083	102%	Management Fees	86,700	86,700	100%	85,000	102%	86,700	86,700
0	14,833	0%	0	0%	Interest Expense - Other	0	177,996	0%	133,497	0%	177,996	0
0	14,833	0%	0	0%	S/T Interest Expense	0	177,996	0%	133,497	0%	177,996	0
154	170	91%	(802)	-19%	Deprec - Office F,F&E	1,848	2,040	91%	1,079	171%	2,040	1,848
98	95	103%	(327)	-30%	Deprec - Mach & Equip	1,171	1,140	103%	746	157%	1,140	1,171
283	280	101%	(1,257)	-23%	Deprec - Buildings	3,401	3,360	101%	1,861	183%	3,360	3,401
535	545	98%	(2,386)	-22%	S/T DEPR. & AMORT	6,420	6,540	98%	3,686	174%	6,540	6,420
(22,090)	(23,253)	95%	(31,642)	70%	NET INCOME	(15,594)	(1,250)	1248%	(69,776)	22%	(1,250)	(15,594)

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
31,470	37,534	84%	30,260	104%	Green Fees	594,288	692,128	86%	657,540	90%	692,128	594,288
2,039	3,037	67%	2,447	83%	City Surcharge R & R	38,076	43,822	87%	42,969	89%	43,822	38,076
33,509	40,571	83%	32,707	102%	Total Revenues	632,364	735,950	86%	700,509	90%	735,950	632,364
33,509	40,571	83%	32,707	102%	GROSS MARGIN	632,364	735,950	86%	700,509	90%	735,950	632,364
					PAYROLL							
5,143	6,484	79%	6,485	79%	Gross Payroll - Salaried	75,345	77,808	97%	77,824	97%	77,808	75,345
12,244	11,580	106%	11,586	106%	Gross Payroll - Hourly	135,042	142,477	95%	140,368	96%	142,477	135,042
17,386	18,064	96%	18,071	96%	S/T Wages	210,387	220,285	96%	218,192	96%	220,285	210,387
1,431	1,382	104%	1,302	110%	Payroll Tax - FICA	15,194	16,852	90%	14,851	102%	16,852	15,194
278	109	255%	135	206%	Payroll Tax - UC	4,169	5,307	79%	6,043	69%	5,307	4,169
391	399	98%	350	112%	Payroll Tax - WC	4,468	4,686	95%	4,403	101%	4,686	4,468
3,810	3,836	99%	3,189	119%	Benefits	37,324	43,589	86%	38,822	96%	43,589	37,324
5,909	5,726	103%	4,976	119%	S/T Adders	61,156	70,434	87%	64,120	95%	70,434	61,156
23,296	23,790	98%	23,048	101%	TOTAL PAYROLL	271,543	290,719	93%	282,312	96%	290,719	271,543
					OPERATING EXPENSES							
109	135	81%	294	37%	Course Accessories	3,887	1,895	205%	2,408	161%	1,895	3,887
1,542	1,360	113%	894	173%	Fertilizer	11,111	14,517	77%	12,847	86%	14,517	11,111
1,655	0	0%	694	238%	Fuel	13,664	15,841	86%	15,260	90%	15,841	13,664
0	178	0%	0	0%	Fungicides	2,155	2,447	88%	2,155	100%	2,447	2,155
283	1,942	15%	1,210	23%	Herbicides	12,667	9,986	127%	8,921	142%	9,986	12,667
496	980	51%	1,944	26%	Insecticides	12,317	9,252	133%	9,047	136%	9,252	12,317
0	1,151	0%	611	0%	Sand/Topdress	2,479	3,677	67%	3,055	81%	3,677	2,479
0	0	0%	0	0%	Seeds/Trees	16,131	13,109	123%	13,009	124%	13,109	16,131
0	0	0%	0	0%	Small Tools	58	47	124%	46	127%	47	58
0	0	0%	0	0%	Staff/Volunteer Uniforms	178	2,400	7%	2,203	8%	2,400	178
754	78	967%	899	84%	Irrigation	4,706	4,387	107%	3,687	128%	4,387	4,706
418	1,372	30%	809	52%	Repair & Maint - Equipment	19,646	15,660	125%	16,599	118%	15,660	19,646
0	6	0%	0	0%	Repair & Maint - Building	541	1,217	44%	0	0%	1,217	541
5,159	4,905	105%	4,803	107%	Equipment Lease	61,912	58,937	105%	57,592	108%	58,937	61,912
288	305	94%	278	103%	Utilities - Electric	2,562	2,570	100%	2,296	112%	2,570	2,562
1,337	1,156	116%	1,274	105%	Utilities - Other	16,143	19,005	85%	19,954	81%	19,005	16,143
92	111	83%	101	91%	Utilities - Telephone/Fax	884	1,304	68%	1,250	71%	1,304	884
189	200	95%	170	111%	Utilities - Water	2,299	2,652	87%	2,370	97%	2,652	2,299
0	0	0%	0	0%	Education & Training	0	0	0%	496	0%	0	0
0	309	0%	0	0%	Employee Relations	0	528	0%	0	0%	528	0
0	0	0%	0	0%	Employee Testing	306	97	315%	97	316%	97	306
1,800	1,600	113%	1,600	113%	O/S - Other	5,420	6,720	81%	6,895	79%	6,720	5,420
0	0	0%	200	0%	Professional Dues	0	0	0%	700	0%	0	0
0	56	0%	0	0%	Tax/Licenses/Fees	0	(274)	0%	0	0%	(274)	0
300	300	100%	300	100%	Travel - Other	3,600	3,550	101%	3,000	120%	3,550	3,600
14,423	16,144	89%	16,081	90%	TOTAL OPERATING EXPENSES	192,667	189,524	102%	183,888	105%	189,524	192,667
(4,209)	637	-661%	(6,422)	66%	EBITDA	168,154	255,707	66%	234,309	72%	255,707	168,154

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2014

<u>MTD</u>	<u>MTD</u>	<u>% of</u>	<u>MTD</u>	<u>% of</u>		<u>YTD</u>	<u>YTD</u>	<u>% of</u>	<u>YTD</u>	<u>% of</u>	<u>Annual</u>	
<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Prior Year</u>	<u>PY</u>		<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Prior Year</u>	<u>PY</u>	<u>Budget</u>	
<u>(4,209)</u>	<u>637</u>	<u>-661%</u>	<u>(6,422)</u>	<u>66%</u>	NET INCOME	<u>168,154</u>	<u>255,707</u>	<u>66%</u>	<u>234,309</u>	<u>72%</u>	<u>255,707</u>	<u>168,154</u>

The Golf Club at Cypress Head
Maintenance
For the Twelve Months Ending September 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
					OPERATING EXPENSES							
0	9	0%	0	0%	Repair & Maint - Equipment	0	1,220	0%	0	0%	1,220	0
0	9	0%	0	0%	TOTAL OPERATING EXPENSES	0	1,220	0%	0	0%	1,220	0
0	(9)	0%	0	0%	EBITDA	0	(1,220)	0%	0	0%	(1,220)	0
0	(9)	0%	0	0%	NET INCOME	0	(1,220)	0%	0	0%	(1,220)	0

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
					REVENUES							
25,587	37,509	68%	25,831	99%	Cart Fee	456,771	536,852	85%	477,805	96%	536,852	456,771
25,587	37,509	68%	25,831	99%	Total Revenues	456,771	536,852	85%	477,805	96%	536,852	456,771
25,587	37,509	68%	25,831	99%	GROSS MARGIN	456,771	536,852	85%	477,805	96%	536,852	456,771
					PAYROLL							
3,489	5,006	70%	3,776	92%	Gross Payroll - Hourly	56,791	60,839	93%	60,029	95%	60,839	56,791
3,489	5,006	70%	3,776	92%	S/T Wages	56,791	60,839	93%	60,029	95%	60,839	56,791
282	383	74%	294	96%	Payroll Tax - FICA	4,356	4,655	94%	4,592	95%	4,655	4,356
170	327	52%	224	76%	Payroll Tax - UC	2,820	3,976	71%	3,768	75%	3,976	2,820
69	111	63%	75	92%	Payroll Tax - WC	1,205	1,294	93%	1,205	100%	1,294	1,205
5	0	0%	9	58%	Benefits	96	0	0%	98	98%	0	96
527	821	64%	603	87%	S/T Adders	8,477	9,925	85%	9,664	88%	9,925	8,477
4,016	5,827	69%	4,379	92%	TOTAL PAYROLL	65,268	70,764	92%	69,693	94%	70,764	65,268
					OPERATING EXPENSES							
0	0	0%	0	0%	Cart Supplies	468	271	173%	420	112%	271	468
770	0	0%	190	405%	Cart Repairs	2,889	0	0%	673	429%	0	2,889
6,032	6,287	96%	6,287	96%	Cart Lease	72,386	75,444	96%	75,444	96%	75,444	72,386
729	655	111%	666	109%	Utilities - Electric	10,554	9,546	111%	9,557	110%	9,546	10,554
7,531	6,942	108%	7,143	105%	TOTAL OPERATING EXPENSES	86,297	85,261	101%	86,095	100%	85,261	86,297
14,040	24,740	57%	14,309	98%	EBITDA	305,206	380,827	80%	322,018	95%	380,827	305,206
14,040	24,740	57%	14,309	98%	NET INCOME	305,206	380,827	80%	322,018	95%	380,827	305,206

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,533	3,918	39%	1,560	98%	REVENUES							
1,533	3,918	39%	1,560	98%	Range	35,287	50,584	70%	38,342	92%	50,584	35,287
1,533	3,918	39%	1,560	98%	Total Revenues	35,287	50,584	70%	38,342	92%	50,584	35,287
1,533	3,918	39%	1,560	98%	GROSS MARGIN	35,287	50,584	70%	38,342	92%	50,584	35,287
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	2,970	3,500	85%	0	0%	3,500	2,970
0	0	0%	106	0%	Range Expenses	1,206	400	301%	1,002	120%	400	1,206
0	0	0%	0	0%	Repair & Maint - Equipment	1,034	1,841	56%	2,471	42%	1,841	1,034
0	0	0%	106	0%	TOTAL OPERATING EXPENSES	5,209	5,741	91%	3,474	150%	5,741	5,209
1,533	3,918	39%	1,455	105%	EBITDA	30,077	44,843	67%	34,869	86%	44,843	30,077
1,533	3,918	39%	1,455	105%	NET INCOME	30,077	44,843	67%	34,869	86%	44,843	30,077

The Golf Club at Cypress Head
F & B Cafe
For the Twelve Months Ending September 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
REVENUES												
8,710	14,740	59%	8,079	108%	Food & Beverage	165,183	198,080	83%	162,656	102%	198,080	165,183
4,201	6,320	66%	3,819	110%	Beer	75,554	84,340	90%	74,159	102%	84,340	75,554
1,682	3,960	42%	2,382	71%	Liquor	37,828	46,189	82%	39,981	95%	46,189	37,828
241	709	34%	92	262%	Wine	7,808	7,232	108%	6,045	129%	7,232	7,808
0	0	0%	0	0%	F&B Other	1,374	0	0%	638	215%	0	1,374
14,833	25,729	58%	14,372	103%	Total Revenues	287,748	335,841	86%	283,479	102%	335,841	287,748
COST OF GOODS SOLD												
4,506	5,628	80%	3,762	120%	COGS - Food & Beverage	75,150	74,971	100%	65,826	114%	74,971	75,150
2,065	2,339	88%	1,593	130%	COGS - Beer	27,336	30,916	88%	29,814	92%	30,916	27,336
572	871	66%	331	173%	COGS - Liquor	6,759	10,161	67%	8,176	83%	10,161	6,759
29	170	17%	21	135%	COGS - Wine	3,273	1,686	194%	1,811	181%	1,686	3,273
7,172	9,008	80%	5,707	126%	Total COGS	112,519	117,734	96%	105,627	107%	117,734	112,519
7,662	16,721	46%	8,665	88%	GROSS MARGIN	175,228	218,107	80%	177,852	99%	218,107	175,228
51.73%	38.18%	135.49%	46.56%	111.11%	COGS - Food & Beverage %	45.50%	37.85%	120.20%	40.47%	112.42%	37.85%	553.15%
49.16%	37.01%	132.83%	41.72%	117.84%	COGS - Beer %	36.18%	36.66%	98.70%	40.20%	90.00%	36.66%	443.32%
34.02%	21.99%	154.69%	13.90%	244.72%	COGS - Liquor %	17.87%	22.00%	81.23%	20.45%	87.37%	22.00%	230.00%
11.85%	23.98%	49.41%	22.94%	51.66%	COGS - Wine %	41.92%	23.31%	179.82%	29.96%	139.93%	23.31%	509.02%
48.35%	35.01%	138.10%	39.71%	121.75%	COGS - All Food & Bev	39.29%	35.06%	112.08%	37.35%	105.21%	35.06%	477.62%
PAYROLL												
(112)	4,568	-2%	4,765	-2%	Gross Kitchen Payroll - Salaried	39,595	54,816	72%	35,663	111%	54,816	39,595
5,246	4,986	105%	4,207	125%	Gross Kitchen Payroll - Hourly	74,517	62,086	120%	77,096	97%	62,086	74,517
5,134	9,554	54%	8,972	57%	S/T Wages	114,112	116,902	98%	112,759	101%	116,902	114,112
478	731	65%	725	66%	Payroll Tax - FICA	9,632	8,945	108%	9,850	98%	8,945	9,632
160	86	187%	112	144%	Payroll Tax - UC	4,126	3,450	120%	4,598	90%	3,450	4,126
131	211	62%	152	86%	Payroll Tax - WC	2,479	2,485	100%	2,463	101%	2,485	2,479
374	1,142	33%	805	46%	Benefits	12,465	12,976	96%	10,832	115%	12,976	12,465
1,143	2,170	53%	1,793	64%	S/T Adders	28,702	27,856	103%	27,742	103%	27,856	28,702
6,277	11,724	54%	10,765	58%	TOTAL PAYROLL	142,814	144,758	99%	140,501	102%	144,758	142,814
OPERATING EXPENSES												
162	322	50%	306	53%	Bar Supplies	4,611	5,591	82%	5,114	90%	5,591	4,611
117	108	108%	49	241%	Dining Room Supplies	1,743	1,703	102%	1,352	129%	1,703	1,743
72	90	80%	106	68%	Kitchen Supplies	3,579	2,358	152%	2,601	138%	2,358	3,579
150	243	62%	282	53%	Laundry/Linens	5,858	5,149	114%	4,308	136%	5,149	5,858
0	0	0%	0	0%	Office Supplies	20	0	0%	97	21%	0	20
0	0	0%	72	0%	Repair & Maint - Equipment	3,711	3,897	95%	6,274	59%	3,897	3,711
125	144	87%	125	100%	Equipment Lease	1,500	1,652	91%	1,500	100%	1,652	1,500
615	588	105%	214	288%	Utilities - Gas	10,349	10,205	101%	8,872	117%	10,205	10,349
0	0	0%	0	0%	Tax/Licenses/Fees	923	923	100%	923	100%	923	923
0	200	0%	112	0%	Theft Loss	3,803	2,313	164%	1,981	192%	2,313	3,803
1,241	1,695	73%	1,265	98%	TOTAL OPERATING EXPENSES	36,098	33,791	107%	33,021	109%	33,791	36,098
144	3,302	4%	(3,365)	-4%	EBITDA	(3,683)	39,558	-9%	4,329	-85%	39,558	(3,683)

The Golf Club at Cypress Head
F & B Cafe
For the Twelve Months Ending September 30, 2014

<u>MTD</u> <u>Actual</u>	<u>MTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>MTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>		<u>YTD</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>	<u>YTD</u> <u>Prior Year</u>	<u>% of</u> <u>PY</u>	<u>Annual</u> <u>Budget</u>	
<u>144</u>	<u>3,302</u>	<u>4%</u>	<u>(3,365)</u>	<u>-4%</u>	NET INCOME	<u>(3,683)</u>	<u>39,558</u>	<u>-9%</u>	<u>4,329</u>	<u>-85%</u>	<u>39,558</u>	<u>(3,683)</u>

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Merchandise	193	0	0%	0	0%	0	193
20	68	29%	0	0%	Handicap Fee	4,734	6,303	75%	5,888	80%	6,303	4,734
65	0	0%	200	33%	Lessons	1,427	0	0%	3,688	39%	0	1,427
65	254	26%	55	117%	Rental Clubs	2,285	3,748	61%	2,680	85%	3,748	2,285
3,867	6,343	61%	5,206	74%	Retail	72,079	84,703	85%	79,267	91%	84,703	72,079
4,017	6,665	60%	5,461	74%	Total Revenues	80,718	94,754	85%	91,524	88%	94,754	80,718
					COST OF GOODS SOLD							
33	4,757	1%	4,906	1%	COGS - Merchandise	49,275	58,537	84%	56,448	87%	58,537	49,275
33	4,757	1%	4,906	1%	Total COGS	49,275	58,537	84%	56,448	87%	58,537	49,275
3,984	1,908	209%	555	718%	GROSS MARGIN	31,443	36,217	87%	35,076	90%	36,217	31,443
0.85%	75.00%	1.14%	94.24%	0.91%	COGS - Merchandise %	68.18%	69.11%	98.66%	71.21%	95.74%	69.11%	791.94%
					PAYROLL							
2,937	4,090	72%	3,263	90%	Gross Payroll - Hourly	42,247	49,767	85%	45,306	93%	49,767	42,247
2,937	4,090	72%	3,263	90%	S/T Wages	42,247	49,767	85%	45,306	93%	49,767	42,247
248	313	79%	238	104%	Payroll Tax - FICA	3,337	3,805	88%	3,335	100%	3,805	3,337
44	9	492%	39	113%	Payroll Tax - UC	1,424	1,506	95%	1,776	80%	1,506	1,424
65	90	72%	62	105%	Payroll Tax - WC	914	1,056	87%	912	100%	1,056	914
452	381	119%	477	95%	Benefits	5,471	4,327	126%	4,907	111%	4,327	5,471
809	793	102%	816	99%	S/T Adders	11,146	10,694	104%	10,930	102%	10,694	11,146
3,746	4,883	77%	4,079	92%	TOTAL PAYROLL	53,393	60,461	88%	56,236	95%	60,461	53,393
					OPERATING EXPENSES							
0	3	0%	0	0%	Office Supplies	180	80	225%	133	135%	80	180
0	0	0%	0	0%	Printing	0	2,811	0%	0	0%	2,811	0
0	0	0%	0	0%	Supplies	3,126	1,575	198%	1,839	170%	1,575	3,126
50	0	0%	0	0%	Tournament Expense	812	75	1083%	649	125%	75	812
0	0	0%	0	0%	Handicap Expense	4,788	5,593	86%	5,909	81%	5,593	4,788
184	0	0%	284	65%	Lesson Expense	1,028	0	0%	2,595	40%	0	1,028
234	3	7792%	284	82%	TOTAL OPERATING EXPENSES	9,935	10,134	98%	11,125	89%	10,134	9,935
4	(2,978)	0%	(3,808)	0%	EBITDA	(31,885)	(34,378)	93%	(32,285)	99%	(34,378)	(31,885)
4	(2,978)	0%	(3,808)	0%	NET INCOME	(31,885)	(34,378)	93%	(32,285)	99%	(34,378)	(31,885)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Initiation Fees	250	0	0%	0	0%	0	250
0	0	0%	0	0%	Total Revenues	250	0	0%	0	0%	0	250
0	0	0%	0	0%	GROSS MARGIN	250	0	0%	0	0%	0	250
					PAYROLL							
6,979	7,866	89%	7,865	89%	Gross Payroll - Salaried	91,150	94,392	97%	94,382	97%	94,392	91,150
6,979	7,866	89%	7,865	89%	S/T Wages	91,150	94,392	97%	94,382	97%	94,392	91,150
611	602	102%	533	115%	Payroll Tax - FICA	7,151	7,224	99%	6,573	109%	7,224	7,151
0	0	0%	0	0%	Payroll Tax - UC	742	931	80%	1,178	63%	931	742
85	174	49%	147	58%	Payroll Tax - WC	2,021	2,008	101%	1,941	104%	2,008	2,021
1,790	1,933	93%	2,021	89%	Benefits	19,900	21,964	91%	20,553	97%	21,964	19,900
2,486	2,709	92%	2,700	92%	S/T Adders	29,814	32,127	93%	30,246	99%	32,127	29,814
9,465	10,575	90%	10,566	90%	TOTAL PAYROLL	120,964	126,519	96%	124,628	97%	126,519	120,964
					OPERATING EXPENSES							
246	415	59%	327	75%	Janitorial Supplies	7,421	8,874	84%	8,374	89%	8,874	7,421
91	0	0%	0	0%	Laundry/Uniforms	2,417	1,076	225%	908	266%	1,076	2,417
459	106	433%	419	110%	Office Supplies	4,087	4,653	88%	4,638	88%	4,653	4,087
91	250	36%	91	100%	Alarm System	1,953	742	263%	788	248%	742	1,953
340	0	0%	0	0%	Carpet Cleaning	890	769	116%	795	112%	769	890
259	270	96%	235	110%	Computer Service	2,985	2,624	114%	2,818	106%	2,624	2,985
549	549	100%	549	100%	Contract Cleaning	6,588	6,588	100%	6,588	100%	6,588	6,588
0	0	0%	0	0%	Guest Relations	0	0	0%	41	0%	0	0
0	0	0%	0	0%	Indoor Plant Maint	0	180	0%	180	0%	180	0
115	0	0%	300	38%	Pest Control	1,590	0	0%	600	265%	0	1,590
0	347	0%	284	0%	Repair & Maint - Equipment	747	3,002	25%	1,059	71%	3,002	747
0	78	0%	140	0%	Repair & Maint - Building	6,242	5,042	124%	5,414	115%	5,042	6,242
0	0	0%	0	0%	Security	0	6	0%	0	0%	6	0
157	0	0%	157	100%	Off-Site Storage	1,757	0	0%	314	560%	0	1,757
2,249	2,571	87%	2,154	104%	Utilities - Other	24,982	29,894	84%	23,349	107%	29,894	24,982
150	1,086	14%	1	13158%	Utilities - Telephone/Fax	1,714	2,805	61%	1,668	103%	2,805	1,714
26	107	25%	80	33%	Bank Charges	563	484	116%	409	138%	484	563
(410)	0	0%	(38)	1091%	Cash Short/(Over)	134	0	0%	1,553	9%	0	134
175	150	117%	150	117%	Cell Phone	1,925	1,800	107%	1,300	148%	1,800	1,925
2,039	3,037	67%	2,447	83%	City Surcharge R & R	38,076	43,822	87%	42,969	89%	43,822	38,076
0	22	0%	35	0%	Copier/Photocopies	714	224	319%	497	144%	224	714
1,682	676	249%	1,672	101%	Credit Card Discounts	26,569	25,980	102%	26,153	102%	25,980	26,569
0	968	0%	40	0%	Dues & Subscriptions	666	969	69%	461	144%	969	666
12	164	7%	172	7%	Employee Relations	3,105	3,421	91%	3,365	92%	3,421	3,105
3,665	3,317	110%	3,481	105%	Insurance Expense	42,403	39,818	106%	40,180	106%	39,818	42,403
0	0	0%	221	0%	Member Relations	725	5,510	13%	5,753	13%	5,510	725
69	0	0%	0	0%	Messenger Service - Fedex	369	247	149%	434	85%	247	369
0	163	0%	0	0%	Miscellaneous	0	6,602	0%	8,231	0%	6,602	0
0	0	0%	0	0%	O/S - Accounting	13,200	13,029	101%	14,300	92%	13,029	13,200
80	0	0%	0	0%	O/S - Legal	230	0	0%	0	0%	0	230
0	0	0%	0	0%	O/S - Other	584	600	97%	7,750	8%	600	584
337	354	95%	372	91%	Payroll Processing Fee	3,197	2,513	127%	3,487	92%	2,513	3,197
154	161	96%	37	418%	Postage/Shipping	634	832	76%	577	110%	832	634
129	0	0%	45	286%	Tax/Licenses/Fees	(126)	0	0%	(217)	58%	0	(126)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
102	832	12%	418	25%	Travel - Other	4,921	8,586	57%	6,555	75%	8,586	4,921
12,766	15,623	82%	13,787	93%	TOTAL OPERATING EXPENSES	201,262	220,692	91%	221,290	91%	220,692	201,262
(22,231)	(26,198)	85%	(24,352)	91%	EBITDA	(321,976)	(347,211)	93%	(345,918)	93%	(347,211)	(321,976)
7,225	7,225	100%	7,083	102%	Management Fee	86,700	86,700	100%	85,000	102%	86,700	86,700
7,225	7,225	100%	7,083	102%	Management Fees	86,700	86,700	100%	85,000	102%	86,700	86,700
0	14,833	0%	0	0%	Interest Expense - Other	0	177,996	0%	133,497	0%	177,996	0
0	14,833	0%	0	0%	S/T Interest Expense	0	177,996	0%	133,497	0%	177,996	0
154	170	91%	(802)	-19%	Deprec - Office F,F&E	1,848	2,040	91%	1,079	171%	2,040	1,848
98	95	103%	(327)	-30%	Deprec - Mach & Equip	1,171	1,140	103%	746	157%	1,140	1,171
283	280	101%	(1,257)	-23%	Deprec - Buildings	3,401	3,360	101%	1,861	183%	3,360	3,401
535	545	98%	(2,386)	-22%	S/T DEPR. & AMORT	6,420	6,540	98%	3,686	174%	6,540	6,420
(29,991)	(48,801)	61%	(29,050)	103%	NET INCOME	(415,096)	(618,447)	67%	(568,101)	73%	(618,447)	(415,096)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
2,069	3,200	65%	3,360	62%	Gross Payroll - Salaried	38,752	39,700	98%	38,181	101%	39,700	38,752
2,069	3,200	65%	3,360	62%	S/T Wages	38,752	39,700	98%	38,181	101%	39,700	38,752
198	245	81%	251	79%	Payroll Tax - FICA	2,923	3,037	96%	2,855	102%	3,037	2,923
0	13	0%	0	0%	Payroll Tax - UC	389	707	55%	765	51%	707	389
62	71	87%	65	96%	Payroll Tax - WC	812	844	96%	763	106%	844	812
413	381	108%	358	115%	Benefits	4,400	4,327	102%	3,747	117%	4,327	4,400
673	710	95%	674	100%	S/T Adders	8,524	8,915	96%	8,130	105%	8,915	8,524
2,742	3,910	70%	4,034	68%	TOTAL PAYROLL	47,276	48,615	97%	46,311	102%	48,615	47,276
					OPERATING EXPENSES							
869	150	580%	726	120%	Advertising & Promotion	18,990	17,308	110%	16,504	115%	17,308	18,990
0	2	0%	0	0%	Miscellaneous	0	2	0%	0	0%	2	0
0	0	0%	0	0%	Website Expenses	2,100	2,215	95%	2,100	100%	2,215	2,100
869	152	572%	726	120%	TOTAL OPERATING EXPENSES	21,090	19,525	108%	18,604	113%	19,525	21,090
(3,612)	(4,062)	89%	(4,760)	76%	EBITDA	(68,367)	(68,140)	100%	(64,915)	105%	(68,140)	(68,367)
(3,612)	(4,062)	89%	(4,760)	76%	NET INCOME	(68,367)	(68,140)	100%	(64,915)	105%	(68,140)	(68,367)

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,057	75,043	76%	56,091	102%	Green Fees & Cart Fees	1,051,059	1,228,980	86%	1,135,346	93%	1,228,980	1,051,059
3,867	6,343	61%	5,206	74%	Merchandise	72,272	84,703	85%	79,267	91%	84,703	72,272
150	322	47%	255	59%	Other Pro Shop	8,445	10,051	84%	12,257	69%	10,051	8,445
1,533	3,918	39%	1,560	98%	Range	35,287	50,584	70%	38,342	92%	50,584	35,287
14,833	25,729	58%	14,372	103%	Food and Beverage	287,748	335,841	86%	283,479	102%	335,841	287,748
0	0	0%	0	0%	Membership Initiation Fees	250	0	0%	0	0%	0	250
2,039	3,037	67%	2,447	83%	Other Operating Revenues	38,076	43,822	87%	42,969	89%	43,822	38,076
79,480	114,392	69%	79,932	99%	TOTAL REVENUE	1,493,137	1,753,981	85%	1,591,660	94%	1,753,981	1,493,137
COST OF SALES												
33	4,757	1%	4,906	1%	Merchandise	49,275	58,537	84%	56,448	87%	58,537	49,275
7,172	9,008	80%	5,707	126%	Food & Beverage	112,519	117,734	96%	105,627	107%	117,734	112,519
7,205	13,765	52%	10,613	68%	TOTAL COGS	161,794	176,271	92%	162,075	100%	176,271	161,794
0.9%	75.0%	1.1%	94.2%	0.9%	COGS - Merchandise %	68.2%	69.1%	98.7%	71.2%	95.7%	69.1%	791.9%
48.3%	35.0%	138.1%	39.7%	121.8%	COGS - Food %	39.3%	35.1%	112.1%	37.3%	105.2%	35.1%	477.6%
PAYROLL												
23,296	23,790	98%	23,048	101%	Course and Grounds	271,543	290,719	93%	282,312	96%	290,719	271,543
4,016	5,827	69%	4,379	92%	Carts, Range, Starters, Etc.	65,268	70,764	92%	69,693	94%	70,764	65,268
3,746	4,883	77%	4,079	92%	Pro Shop	53,393	60,461	88%	56,236	95%	60,461	53,393
6,277	11,724	54%	10,765	58%	Food and Beverage	142,814	144,758	99%	140,501	102%	144,758	142,814
9,465	10,575	90%	10,566	90%	General and Administrative	120,964	126,519	96%	124,628	97%	126,519	120,964
2,742	3,910	70%	4,034	68%	Marketing	47,276	48,615	97%	46,311	102%	48,615	47,276
49,542	60,709	82%	56,871	87%	TOTAL PAYROLL	701,259	741,836	95%	719,681	97%	741,836	701,259
OPERATING EXPENSES												
14,423	16,153	89%	16,081	90%	Course and Grounds	192,667	190,744	101%	183,888	105%	190,744	192,667
7,531	6,942	108%	7,249	104%	Carts, Range, Starters, Etc.	91,506	91,002	101%	89,568	102%	91,002	91,506
234	3	7792%	284	82%	Pro Shop	9,935	10,134	98%	11,125	89%	10,134	9,935
1,241	1,695	73%	1,265	98%	Food and Beverage	36,098	33,791	107%	33,021	109%	33,791	36,098
12,766	15,623	82%	13,787	93%	General and Administrative	201,262	220,692	91%	221,290	91%	220,692	201,262
869	152	572%	726	120%	Marketing	21,090	19,525	108%	18,604	113%	19,525	21,090
37,064	40,568	91%	39,392	94%	TOTAL OPERATING EXPENSES	552,558	565,888	98%	557,497	99%	565,888	552,558
93,811	115,042	82%	106,876	88%	TOTAL EXPENSES	1,415,611	1,483,995	95%	1,439,253	98%	1,483,995	1,415,611
(14,330)	(650)	2205%	(26,944)	53%	EBITDA	77,526	269,986	29%	152,407	51%	269,986	77,526

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2014

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(14,330)	(650)	2205%	(26,944)	53%	EBITDA	77,526	269,986	29%	152,407	51%	269,986	77,526
(7,225)	(7,225)	100%	(7,083)	102%	MANAGEMENT FEES	(86,700)	(86,700)	100%	(85,000)	102%	(86,700)	(86,700)
					FINANCING ACITIVITY							
0	(14,833)	0%	0	0%	Interest Expense - Debt	0	(177,996)	0%	(133,497)	0%	(177,996)	0
0	(14,833)	0%	0	0%	TOTAL FINANCING ACTIVITY	0	(177,996)	0%	(133,497)	0%	(177,996)	0
					OTHER INCOME (EXPENSE)							
(535)	(545)	98%	2,386	-22%	Depreciation & Amortization	(6,420)	(6,540)	98%	(3,686)	174%	(6,540)	(6,420)
(535)	(545)	98%	2,386	-22%	TOTAL OTHER INCOME (EXPENSE)	(6,420)	(6,540)	98%	(3,686)	174%	(6,540)	(6,420)
(22,090)	(23,253)	95%	(31,642)	70%	NET INCOME	(15,594)	(1,250)	1248%	(69,776)	22%	(1,250)	(15,594)
2,406	2,885	83%	2,414	100%	Paid Rounds	39,557	43,357	91%	42,844	92%	43,357	39,557
268	485	55%	335	80%	Annual Pass Rounds	4,902	6,766	72%	5,999	82%	6,766	4,902
156	197	79%	169	92%	Other Rounds	3,210	2,825	114%	3,279	98%	2,825	3,210
2,830	3,567	79%	2,918	97%	Total Rounds	47,669	52,948	90%	52,122	91%	52,948	47,669
33	40	83%	33	100%	Revenue/Paid Rounds	38	40	93%	37	102%	40	450
28	32	88%	27	103%	Revenue/Total Rounds	31	33	95%	31	103%	33	373

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2014

	<u>09/30/14</u>	<u>09/30/13</u>	<u>09/30/13</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	74,353	67,966	67,966
Cash - Manual Checks	500	500	500
Cash - Housebank & Other	<u>(174)</u>	<u>(52)</u>	<u>(52)</u>
Total Cash	<u>74,679</u>	<u>68,414</u>	<u>68,414</u>
Accounts Receivable			
A/R Member	<u>43,719</u>	<u>61,025</u>	<u>61,025</u>
Total Accounts Receivable	<u>43,719</u>	<u>61,025</u>	<u>61,025</u>
Other Current Assets			
Inventory - Merchandise	44,295	33,744	33,744
Inventory - Food & Beverage	11,720	11,102	11,102
Prepaid Insurance	16,276	15,452	15,452
Prepaid Exp - Other	<u>10,280</u>	<u>2,763</u>	<u>2,763</u>
Total Other Current Assets	<u>82,570</u>	<u>63,060</u>	<u>63,060</u>
TOTAL CURRENT ASSETS	<u>200,969</u>	<u>192,500</u>	<u>192,500</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	64,835	64,835	64,835
Furniture and Fixtures	26,625	26,625	26,625
Machinery & Equipment	<u>17,712</u>	<u>17,712</u>	<u>17,712</u>
Property Plant and Equipment	109,171	109,171	109,171
Accumulated Depreciation	<u>(79,981)</u>	<u>(73,561)</u>	<u>(73,561)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>29,190</u>	<u>35,610</u>	<u>35,610</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>235,159</u></u>	<u><u>233,110</u></u>	<u><u>233,110</u></u>

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2014

	<u>09/30/14</u>	<u>09/30/13</u>	<u>09/30/13</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	21,353	28,040	28,040
Accts Pay - Other	41,953	(69,818)	(69,818)
Accrued Expenses	(1,610)	1,900	1,900
Accrued Payroll	21,122	23,877	23,877
Accrued Taxes	9,081	12,458	12,458
Accrued Interest	2,138	3,811	3,811
Deferred Revenue	156,716	232,842	232,842
TOTAL CURRENT LIABILITIES	<u>250,754</u>	<u>233,111</u>	<u>233,111</u>
 TOTAL LIABILITIES	 <u>250,754</u>	 <u>233,111</u>	 <u>233,111</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(15,595)</u>	<u>(1)</u>	<u>(1)</u>
Net Retained Earnings	<u>(15,595)</u>	<u>(1)</u>	<u>(1)</u>
Stockholders Equity	<u>(15,595)</u>	<u>(1)</u>	<u>(1)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(15,595)</u>	<u>(1)</u>	<u>(1)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>235,159</u></u>	 <u><u>233,110</u></u>	 <u><u>233,110</u></u>



October 19, 2014

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

Dear Theresa,

The following is the financial & operational summary report for September 2014 at Cypress Head.

FINANCIAL SUMMARY FOR MONTH ENDING SEPTEMBER 2014									
	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Revenue									
Green Fees	\$ 31,470	\$ 37,534	\$ (6,064)		\$ 594,288	\$ 692,128	\$ 657,540	\$ (97,840)	
Cart Fees	\$ 25,587	\$ 37,509	\$ (11,922)		\$ 456,771	\$ 536,852	\$ 477,805	\$ (80,081)	
Range	\$ 1,533	\$ 3,918	\$ (2,385)		\$ 35,287	\$ 50,584	\$ 38,342	\$ (15,297)	
Pro- Shop Revenues	\$ 4,017	\$ 6,665	\$ (2,648)		\$ 80,967	\$ 94,754	\$ 91,524	\$ (13,787)	
Food & Beverage	\$ 14,834	\$ 25,729	\$ (10,895)		\$ 287,748	\$ 335,841	\$ 283,479	\$ (48,093)	
City Surcharge R/R	\$ 2,039	\$ 3,037	\$ (998)		\$ 38,076	\$ 43,822	\$ 42,970	\$ (5,746)	
Total Revenue	\$ 79,480	\$ 114,392	\$ (34,912)		\$ 1,493,137	\$ 1,753,981	\$ 1,591,660	\$ (260,844)	
Cost of Sales	\$ 7,205	\$ 13,765	\$ (6,560)		\$ 161,794	\$ 176,271	\$ 162,075	\$ (14,477)	
Merchandise	\$ 33	\$ 4,757	\$ (4,724)	1%	\$ 49,725	\$ 58,537	\$ 56,448	\$ (8,812)	68%
Food and Beverage	\$ 7,172	\$ 9,008	\$ (1,836)	48%	\$ 112,069	\$ 117,734	\$ 105,627	\$ (5,665)	39%
Gross Margin	\$ 72,275	\$ 100,627	\$ (28,352)		\$ 1,331,343	\$ 1,577,710	\$ 1,429,585	\$ (246,367)	
Total Payroll	\$ 49,542	\$ 60,709	\$ (11,167)		\$ 701,259	\$ 741,836	\$ 719,681	\$ (40,577)	
Total Operating Expenses	\$ 37,064	\$ 40,568	\$ (3,504)		\$ 552,558	\$ 565,888	\$ 557,497	\$ (13,330)	
Net Operating Income	\$ (14,331)	\$ (650)	\$ (13,681)		\$ 77,526	\$ 269,986	\$ 152,407	\$ (192,460)	
Other Expenses	\$ 7,760	\$ 22,603	\$ (14,843)		\$ 93,120	\$ 271,236	\$ 222,183	\$ (178,116)	
Management Fee	\$ 7,225	\$ 7,225	\$ -		\$ 86,700	\$ 86,700	\$ 85,000	\$ -	
Interest Expense	\$ -	\$ 14,833	\$ (14,833)		\$ -	\$ 177,996	\$ 133,497	\$ (177,996)	
Depreciation	\$ 535	\$ 545	\$ (10)		\$ 6,420	\$ 6,540	\$ 3,686	\$ (120)	
Net Cash From Ops	\$ (22,091)	\$ (23,253)	\$ 1,162		\$ (15,594)	\$ (1,250)	\$ (69,776)	\$ (14,344)	
Rounds									
Total Rounds	2,830	3,567	(737)		47,669	52,948	52,122	(5,279)	
Avg. Green Fee/Cart Fee	\$20.16	\$21.04	\$ (0.88)		\$22.05	\$23.21	\$21.78	\$ (1.16)	
Avg. Merchandise/round	\$1.42	\$1.87	\$ (0.45)		\$1.70	\$1.79	\$1.76	\$ (0.09)	
Avg. F&B/round	\$5.24	\$7.21	\$ (1.97)		\$6.04	\$6.34	\$5.44	\$ (0.31)	

Executive Overview

This fiscal year was one of the wettest in recent memory, even exceeding last year, which had been higher than average. September finished with 17 days of rain for a total of 129 days for the year vs. the 100 days experienced last year.

The elevated precipitation totals, particularly in season along with the elevated number of rainchecks was one of a main reason why revenues finished below last year. In addition, revenues were also impacted by rate compression in the market and a higher number of courses now vying for rounds from daily fee golfers.

Payroll levels finished at their lowest total since the 2003/2004 season, while operating expenditures finished with their lowest since the 2002/2003 season, as we took what measures we were able to, in order to mitigate the revenue shortfall.

Despite lower overall revenues, total average revenue per round grew year over year and the team has continued to strive to balance cutting expenses with keeping good service levels and the best possible course conditions. As a result, Cypress Head was once again recognized as the “Best Around Golf Course” in the county for the fifth consecutive year.

The local market remains very competitive with some courses aiming to gain market share through discounting and others moving from private to semi-private to gain rounds. This shift will continue to impact all local courses, including Cypress Head, which plays a large number of rounds. In addition, several local competitors have also either just recently renovated or are about to renovate their facilities, in an effort to capture more of the shrinking supply of rounds in the market.

This year we remained focus on driving revenues and improving the offering at the restaurant as this remains a focal point going forward to help attain our bottom line goals. As a whole, we have seen improvements with average spend per round increasing and there were several new initiatives launched to help grow revenues as well as deliver a better experience.

Operating expenses finished 9% below budget for September despite many repair needs and marketing expenses (expenses for the year finished 2.4% below budget). Overall payroll also finished under budget (-18%) and total payroll for the year finished 5.5% below budget for the year.

Key Performance Highlights:

- Interest in events and parties remains strong and segment is showing growth
- Cypress Head was named as “Best Around” Golf course in the County- 5th year in a row
- Average dollar per round is up over prior years despite fewer rounds and recent weather patterns:

The Golf Club at Cypress Head	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14
F&B Total revenue	\$261,302	\$270,652	\$284,385	\$295,884	\$283,479	\$287,748
F&B Revenue % of total facility revenue	16.18%	17.67%	17.52%	18.14%	17.81%	19.27%
F&B Revenue per golfer	\$4.79	\$5.21	\$5.29	\$5.49	\$5.44	\$6.04

Key Performance Issues:

- Weather – experienced a significant decline in Golf Playable Days, impacting revenue
- Age of equipment are leading to higher repair costs and limiting quality of course conditions
- Competitors in the market have dropped their rates over the past few seasons in an effort to counteract the poor weather and declining rounds /participation rates.
- Some competitors have also made major renovations to their product to help promote and improve their competitive standing in the market.
- Repair needs to the course and buildings are increasing due to age of the facility.

Key Actions to Drive Performance:

- The current focus is on driving revenues through:
 - Adding in-house events to increase frequency of play
 - Continue to drive banquet business
 - Provide local golfers with enticing offers during specific times
 - Continue to use additional distribution channels to increase rounds
 - Active revenue and dynamic pricing and tee sheet management

Projects completed with R&R funds:

1. Replaced fryer in the kitchen
2. Replaced freezer in the dry storage room
3. Parking lot lights replaced
4. Driving range lights repaired
5. Restaurant equipment replacement
6. Prep line changes made in kitchen
7. Tree removal on course
8. Replaced A/C unit in kitchen
9. Replaced A/C unit in restroom hallway
10. Restaurant improvements to lighting, music and painting

R&R Projects Pending:

- None at the moment

Weather comparison Year over Year:

Number of Days with Rain per month (Peak season in Yellow)					
Month	2013/14	2012/13	2011/12	2010/11	Average
Oct	6	12	6	1	6.25
Nov	9	2	1	4	4
Dec	5	5	3	3	4
Jan	15	1	1	4	5.25
Feb	10	2	5	5	5.5
Mar	6	4	4	6	5
Apr	5	7	3	1	4
May	6	7	8	2	5.75
Jun	13	17	17	13	15
Jul	24	17	5	8	13.5
Aug	13	13	24	11	15.25
Sep	17	13	10	7	11.75
Total	129	100	87	65	95.25

September and Year end Golf round mix:

Type	Actual	Budget	P.Y.	Y.T.D	P.Y-Y.T.D	% to P.Y.
Paid	2,406	2,885	2,414	39,557	42,844	(8%)
Annual	268	485	335	4,902	5,999	(18%)
GolfNow (Barter)	31	15	20	959	849	13%
Comp (P.R.)	33	15	23	835	587	42%
Employee	92	167	126	1,430	1,843	(22%)
Total Rounds	2,830	3,567	2,918	47,669	52,122	(9%)

- Growth in comp rounds over prior year was a result of allowing juniors to play for free year round vs. just in the summer (growth of the game initiative).
- Rain Checks – totals for 2013/14 reflected a 20% increase vs. prior year and 40% increase vs. 2011/12

Departmental Summaries

Course & Grounds, Carts

- Team continues to maintain good conditions despite age and contaminants on the golf course
- Aeration was performed on September 2nd and over seeding is scheduled for October 20th
- Payroll finished 2% below budget
- Expenses finished 11% below budget
- Carts finished 21% below in payroll and 8% (\$589) over in repair expenses

Food and Beverage

- Revenues finished 42% below budget and 3% over prior year for September
- Year-end revenues finished 14% below budget and 2 % over prior season
 - Year-end \$ADR increased 11% over prior year, (\$6.04 vs. \$5.44)
- Payroll finished 46% below budget and 42% below prior year for September. Year-end payroll finished 1% below budget and 2% over budget for prior season
- Operating expenses finished 27% below budget and 2% below prior year for September. Year-end expenses finished 7%, (\$2,307) over budget and 9%, (\$3,077) over prior year
 - Increase was a result of needed equipment and building changes to handle higher banquet business.
- Continue to see an increase in banquet lead requests and a positive trend in bookings
 - Year-end COGS finished 5% over prior year – driven partially by annual Easter event

Golf Shop

- Retail finished 41% below budget and 23% below prior year for September
- Year-end finished 15% below budget and 8% below prior year (fewer rounds)
- Payroll finished 23% below budget and 8% below prior year for September. Year-end finished 12% below budget and 5% below prior year
- Year-end COGS finished slightly below budget and 4% below prior year

Sales and Marketing

- Launched and promoted multiple rates to promote play at different off times during the day
- Became a sponsor at Spruce Creek High School – Seen increase in interest for events
- Placed ad in newsletter from the Daytona Beach Area CVB
- E-blast campaigns sent to member of the Hotel & Lodging Association with specials
- Participated in Jacksonville radio promotion with HAAA

- Participated in Junior PGA league along with other local courses
- Launched specials through GolfRev throughout the summer
- Home course to Spruce Creek and Atlantic High
- Volusia Junior Golf Association tournament
- E-blasts sent out weekly offering specials to our golfer database
- Hosting Chamber events

Upcoming season Bookings and events

October:

- Bahama Mama's golf group
- Port Orange Chamber Tournament
- Browning Wedding
- Taylor Anniversary event
- In-house events (golf and F&B) such as Oktoberfest and Harvest Golf Tournament

Additional Initiatives

- Networking at all 3 local Chambers – including Ormond Beach
- Networking with Rotary club
- Ongoing promotions to drive revenues – targeted email blasts, specials and combo offerings including holiday offerings.
- Follow up with area condos for golf events & golf packages
- Follow up with area hotels including the Hampton Inn, Perry Ocean Edge, Plaza Ocean Club, Daytona Beach Resort & Conference Center
- Ongoing participation with FUN COAST GOLF with Volusia County hotels and condos
- Ongoing dynamic pricing for the tee sheet effort to boost utilization with corporate support. This has now been reverted to local team for management so we can compare results.
- Exploring additional revenue avenues such as Footgolf, annual passes, adjusted rates

Corporate Support

- Course renovation – Ongoing oversight and support as process moves forward. Contacted original architect in order to seek his assistance with the renovation project.
- F&B Manager – In addition to providing insight on clubhouse improvements, regional F&B champion, Rich Stanfield was very active in assessing and recruiting a restaurant manager for the facility who will execute the plan and oversee department.
- Evaluate and audit outreach strategy to attract banquet and tournament bookings
- KSM Center for Excellence – used Digital University & Best Practices to drive revenues
- Review TrueReview customer service survey scores to ensure that Cypress Head is meeting or exceeding customer service goals and addressing customer concerns
- Revenue Management – this includes several initiatives, such as:
 - Evaluation of property level revenue management efforts and development of adjustment strategies to maximize bookings during slow times and drive revenues.
 - Conduct monthly revenue calls to review main existing and proposed initiatives
 - Implementing Best Practices – currently evaluating the need to provide additional revenue management monitored by home office to improve liquidation of slow times.

Weather

Rainfall Totals:

- Course Readings: Experienced 15.60 inches of rain vs. an average of 6.96 inches. There were 17 days with rain. Last year we experienced 6.03 inches of rain in 13 days.
- Weather Channel Readings: indicated 17.70 inches of rain vs. an historical average of 6.96 inches. There were 17 days of rain reported.

Air Temperature:

- Low average 74.1 degrees
- High average 86.5 degrees

Summary

The past fiscal year was a very challenging year, as we saw even higher rainfall totals than the previous year and well above the normal averages. While we saw adverse weather last year, the expectation had been that this would be a milder year but it was quite the opposite, particularly during peak season.

As a result, rounds saw a large decline in the local market which led to seeing lower rates and discounting across the market. We expect this trend with rates to continue as more former private courses are vying for daily fee rounds in an attempt to improve their results and we also expect the market to remain very competitive with several courses renovating their facilities.

The team has launched a number of initiatives to drive revenues in the past 2 years, with varying degrees of success. In addition, it focused on managing payroll and expenses throughout most of the year in order to help offset the revenue shortfall. As we enter a new fiscal year, we remain optimistic in regards to the future of the course, especially as we continue to move forward with the renovation project, which will be very important in maintaining Cypress Head's competitive place in the market.

Respectfully Submitted,



Ricardo Catarino
Regional Operations Executive
KemperSports

Trend Report by Month - Date of Visit

Report run: 10/19/2014 7:00 AM MDT
Data current as of: 10/19/2014 6:55 AM MDT



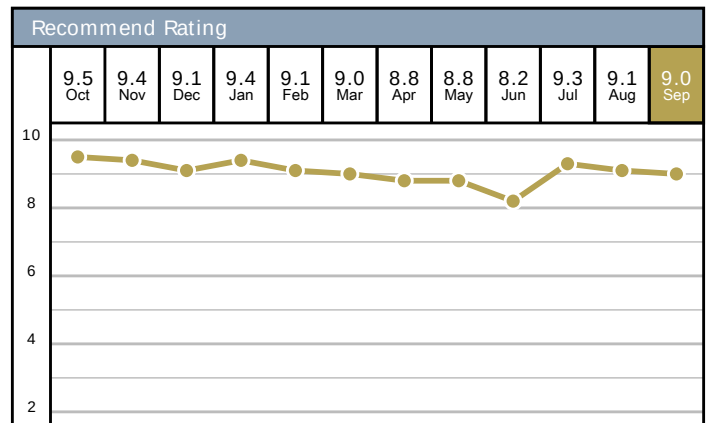
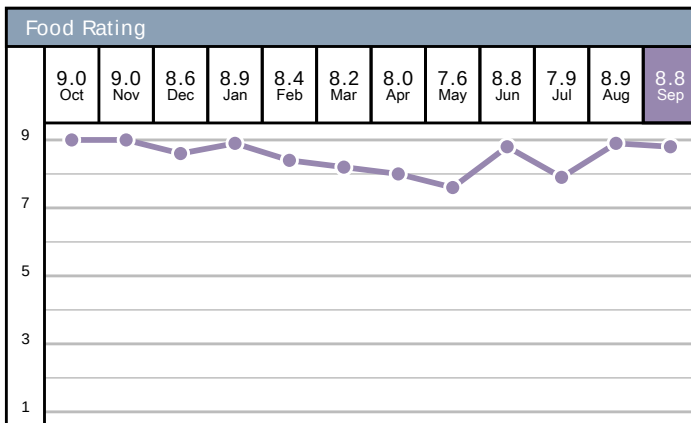
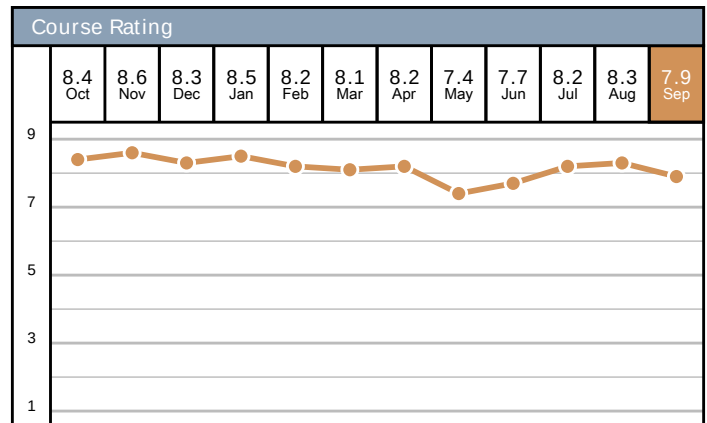
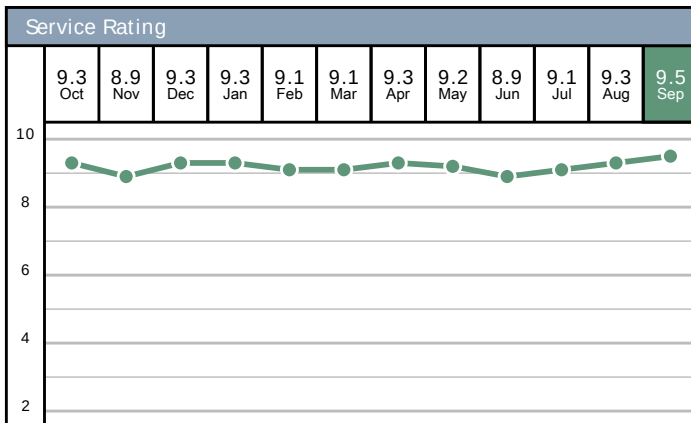
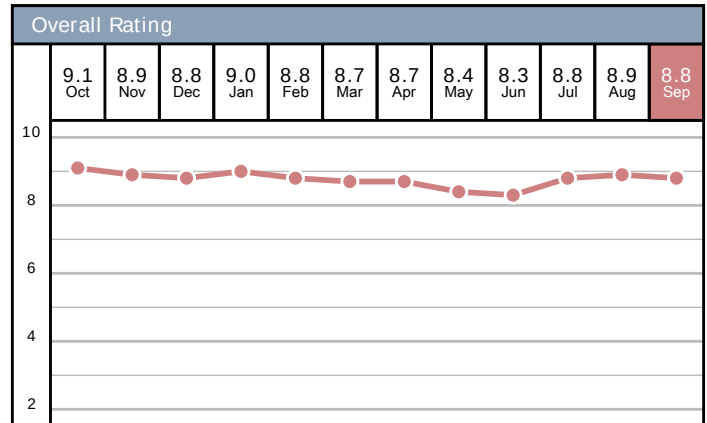
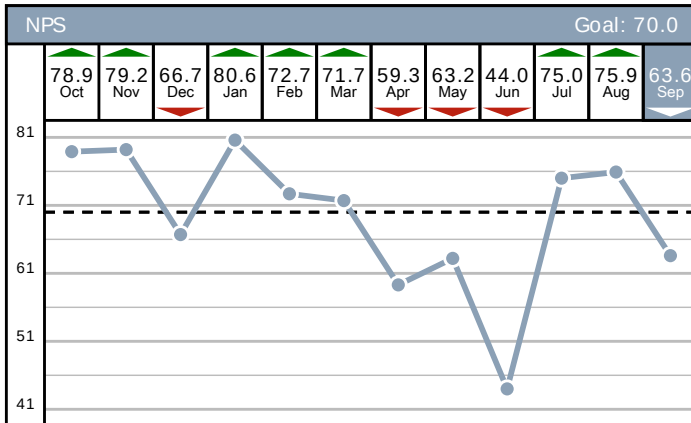
CURRENT PERIOD RESULTS

NPS	63.6	Overall Rating	8.8
Service Rating	9.5	Course Rating	7.9
Food Rating	8.8	Recommend Rating	9.0
Overall Rating w/o F&B	8.8	# of Surveys	33

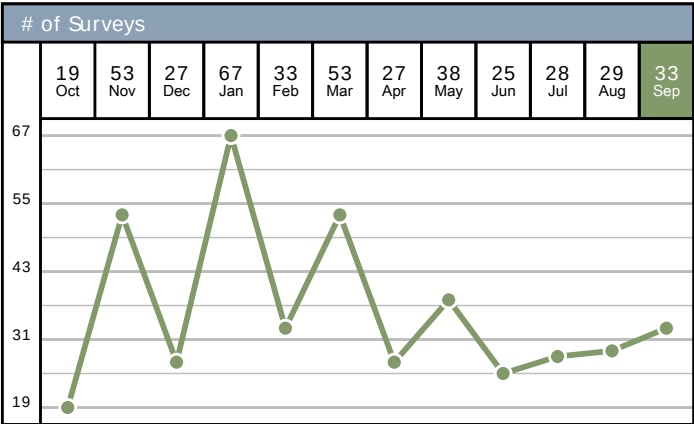
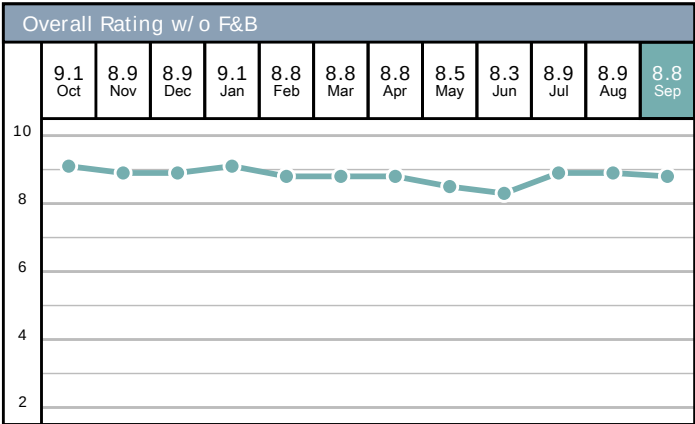
REPORT CRITERIA

Course	Cypress Head
Date of Service	10/1/13 - 9/30/14

Exceeded goal
 Failed goal Goal area



Trend Report by Month - Date of Visit



The Golf Club at Cypress Head

DATE: 10/15/14 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Ricardo Catarino
General Manager	Mike Collins
Superintendent	Dennis Pickavance

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

1. Golf Shop	Evaluation		
A. Cleanliness/Orderly	7.5	10/13	7.5 04/14
	7.5	11/13	7.5 05/14
B. Appearance	7.5	12/13	7.5 06/14
	7.5	01/14	7.5 07/14
C. Displays	7.5	02/14	7.5 08/14
	7.5	03/14	7.5 09/14
D. Inventory			

Comments: Shop is well organized.

- **On Going** - Clean & orderly – Very Good
- **On Going** - Well stocked – Very Good

2. Administrative Offices	Evaluation		
A. Cleanliness/Orderly	7.5	10/13	7.5 04/14
	7.5	11/13	7.5 05/14
B. Appearance	7.5	12/13	7.5 06/14
	7.5	01/14	7.5 07/14
C. Equipment	7.5	02/14	7.5 08/14
	7.5	03/14	7.5 09/14

Comments: In good order.

- **On going** - Organized & Presentable – Good.

3. Restaurant / Bar	Evaluation		
A. Cleanliness/Orderly	8.0	10/13	8.7 04/14
	8.0	11/13	8.7 05/14
B. Appearance	8.0	12/13	8.7 06/14
	8.5	01/14	8.7 07/14
C. Tables and Chairs	8.7	02/14	8.7 08/14
	8.7	03/14	8.7 09/14

Comments: In good working order.

- **On Going** - Review last Health Dept. inspections - Good
- **On Going** - Coolers clean inside & out – Ok – in need of replacement soon
- **On Going** - Carpet cleaning – Completed
- **On Going** – Air return vent cleaned over bar entrance – Good

4. Banquet Room	Evaluation		
A. Cleanliness/Orderly	7.1	10/13	7.4 04/14
	7.1	11/13	7.4 05/14
B. Appearance	7.1	12/13	7.4 06/14
	7.4	01/14	7.4 07/14
C. Tables and Chairs	7.4	02/14	7.4 08/14
	7.4	03/14	7.4 09/14

Comments: In decent working order.

- **On Going** – Vacuum edges of walls & in corners – Good
- **On Going** – Cleaning & appearance of fans & light fixtures - Great
- **On Going** - Check if courtyard drainage is functioning - Good
- **On Going** - Clean vinyl – Ok
- **On Going** – Check for paint bubbling and leaks – Great

5. Kitchen	Evaluation		
A. Customer Service	6.6	10/13	7.1 04/14

	6.6	11/13	7.1	05/14
B. Cleanliness	6.6	12/13	7.1	06/14
	7.0	01/14	7.1	07/14
C. Equipment	7.0	02/14	7.1	08/14
	7.1	03/14	7.1	09/14

Comments: In good working order.

- **On Going** - Review last Health Dept. inspections – Good, no issues
On Going – Food – stored properly
- **On Going** - Clean & Presentable – Very Good

6. Club House Restrooms / Hallway	Evaluation			
A. Cleanliness	7.9	10/13	8.1	04/14
	7.9	11/13	8.1	05/14
B. Equipment	7.9	12/13	8.1	06/14
	8.1	01/14	8.1	07/14
C. Appearance	8.1	02/14	8.1	08/14
	8.1	03/14	8.1	09/14
D. Odor				

Comments: Neat and tidy.

- **On Going** – Clean & Presentable – Great
- **On Going** – Odor free – Very Good
- **On Going** – Cleanliness of vents in ceiling of men and ladies room – Very Good

7. Entrance/Ext. Clubhouse/Cart Barn	Evaluation			
A. Landscape	8.3	10/13	8.3	04/14
	8.3	11/13	8.3	05/14
B. Signage	8.3	12/13	8.3	06/14
	8.3	01/14	8.3	07/14
C. Parking Lot	8.3	02/14	8.3	08/14
	8.3	03/14	8.3	09/14
D. Cement Walkways				

Comments: In good shape.

- **On Going** - Clean Windows – Good
- **On Going** – Litter free, cigarette butts – Good
- **On Going** – Landscaping appearance, trimming & weed free - Good

8. First Tee Area / Putting Green / Range	Evaluation			
A. Cut	8.1	10/13	8.0	04/14
	8.1	11/13	7.9	05/14
B. Health	8.1	12/13	8.0	06/14
	8.0	01/14	8.0	07/14
C. Starter Area	8.0	02/14	8.0	08/14
	8.0	03/14	8.0	09/14
D. Bag Drop				

Comments: Course is in very good shape. Aeration went well.

- **On Going** – Edge & Pine Straw all beds around benches & lights – Replacing when we can collect from course
- **On Going** – Bag Drop Stand clean & orderly

9. Tee Conditions-Overall	Evaluation			
A. Cut	7.5	10/13	7.4	04/14
	7.5	11/13	7.4	05/14
B. Health	7.5	12/13	7.4	06/14

	7.4	01/14	7.4	07/14
C. Appearance	7.4	02/14	7.4	08/14
	7.4	03/14	7.4	09/14
D. Playability				

Comments: Tees are in good condition, only concern is the levelness and size of some of the tee boxes.

- **On Going** - Divots continue to be filled on a regular basis - Good
- **On Going** - Quality of Cut – Good
- **On Going** - Conditions – Good

10. Fairway Conditions	Evaluation			
A. Cut	7.7	10/13	7.6	04/14
	7.7	11/13	7.6	05/14
B. Health	7.7	12/13	7.6	06/14
	7.6	01/14	7.6	07/14
C. Appearance	7.6	02/14	7.6	08/14
	7.6	03/14	7.6	09/14
D. Playability				

Comments: Course is in very good shape.

- **On Going** – Quality of cut, density, & playability – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Quality and consistency – Very Good
- **On Going** – Conditions of fairways – Very Good

11. Primary Rough Conditions	Evaluation			
A. Health	6.9	10/13	6.8	04/14
	6.9	11/13	6.8	05/14
B. Cut	6.9	12/13	6.9	06/14
	6.8	01/14	6.9	07/14
C. Appearance	6.8	02/14	6.9	08/14
	6.8	03/14	6.9	09/14
D. Playability				

Comments: Course is in good shape.

- **On Going** - Pine straw beds – presently thin, continued budget saving area – Needed
- **On Going** – Quality of cut, density, & playability – Good
- **On Going** – Color & Appearance – Very Good
- **On Going** – Weed control – Very Good
- **On Going** – Conditions of rough – Good

12. Common Rough Conditions	Evaluation			
A. Health	6.5	10/13	6.4	04/14
	6.5	11/13	6.4	05/14
B. Cut	6.5	12/13	6.5	06/14
	6.4	01/14	6.5	07/14
C. Appearance	6.4	02/14	6.5	08/14
	6.4	03/14	6.5	09/14
D. Playability				

Comments: Course is in good shape.

- **On Going** – Palmettos and clearing bushy areas around the course – Good
- **On Going** – Conditions for mowing schedules being kept on areas bordering the course - Good
- **On Going** – Pine straw areas – Good
- **On Going** – Lake Bank maintenance – Good

13. Greens Conditions	Evaluation			
A. Health	8.1	10/13	8.0	04/14
B. Cut	8.1	11/13	7.9	05/14
	8.1	12/13	8.2	06/14
C. Appearance	8.0	01/14	8.2	07/14
	8.0	02/14	8.2	08/14
D. Playability	8.0	03/14	8.3	09/14

Comments: The greens are in good shape for their age. Aeration went well. Over seeding scheduled for October 20.

- **On Going** – Smoothness & speed of ball roll – Very Good

14. Bunkers	Evaluation			
A. Appearance	3.8	10/13	3.5	04/14
	3.8	11/13	3.5	05/14
B. Texture	3.8	12/13	3.5	06/14
	3.5	01/14	3.5	07/14
C. Playability	3.5	02/14	3.5	08/14
	3.5	03/14	3.5	09/14
D. Conditions				

Comments: The green side bunkers are in need of repair.

- **On Going** – Bunkers edged & raked – Good
- **On Going** – Waste bunker weed free & cultivated – Good
- **On Going** – Bunkers able to be maintained – Not well

15. Course Restrooms	Evaluation			
	6.8	10/13	6.7	04/14
	6.8	11/13	6.7	05/14
	6.8	12/13	6.6	06/14
	6.8	01/14	6.6	07/14
	6.8	02/14	6.6	08/14
	6.7	03/14	6.6	09/14

Comments: These are in pretty good shape for their age. They will need to be remodeled soon from age and conditions.

- **On Going** - Touch up paint on trim work & floor staining – Good
- **On Going** – Clean & Presentable – Good
- **On Going** – Odor free – Ok, 20 years old with little ventilation
- **On Going** – Cleaning schedule being kept – Very Good
- **On Going** – Outside appearance, roof and walls and floor outside – Good

16. Cart Paths	Evaluation			
A. Edging	6.9	10/13	6.9	04/14
	6.9	11/13	6.9	05/14
B. Trimming of shrubs	6.9	12/13	6.9	06/14
	6.9	01/14	6.9	07/14
C. Tee Signs / Beds	6.9	02/14	6.9	08/14
	6.9	03/14	6.9	09/14
D. Curbing / Corners				
E. Bridges				

Comment: Overall the paths are in pretty good condition. There are areas that need to still be repaired.

- **On Going** – Drop off / pot holes along the path, stakes to keep carts off – Good
- **On Going** – Tee sign beds, weed control & fresh pine straw – Good
- **On Going** – Edge cart paths – Good
- **On Going** – Palmetto control along cart paths – Good
- **On Going** – Check for uneven pavement and trip hazards – Good

17. Fertilizer & Chemical Program	Evaluation			
A. Records	6.5	10/13	6.5	04/14
	6.5	11/13	6.5	05/14
B. Up-Date	6.5	12/13	6.5	06/14
	6.5	01/14	6.5	07/14
C. Per Maintenance Plan	6.5	02/14	6.5	08/14
	6.5	03/14	6.5	09/14
D. Material Storage				

Comments: Overall in good order. We are still heavily spraying for weeds and insects.

- **On Going** - All application schedules are being followed - Good
- **On Going** - All records are up to date – Good
- **On Going** - All materials are stored properly and orderly – Good

18. Maintenance Equip. Fleet Conditions	Evaluation			
A. Preventative Care	5.2	10/13	5.0	04/14
	5.2	11/13	5.0	05/14
B. Appearance	5.1	12/13	5.0	06/14
	5.1	01/14	5.0	07/14
C. Storage Area	5.0	02/14	5.0	08/14
	5.0	03/14	5.0	09/14
D. Maintenance				

Comments: We currently have the necessary equipment on hand.

- **On Going** – We are tracking all repairs on every piece of equipment in the fleet – Good
- **On Going** - Work stations are neat and orderly - Good

19. Maintenance Facility	Evaluation			
A. Surrounding Compound	5.3	10/13	5.4	04/14
	5.3	11/13	5.4	05/14
B. Offices & Break Room	5.3	12/13	5.4	06/14
	5.3	01/14	5.4	07/14
C. Safety Hazards	5.3	02/14	5.4	08/14
	5.3	03/14	5.4	09/14
D. Pump House Cleanliness				

Comments: Overall the building infrastructure is ok.

- **On Going** - Overall appearance of compound – Good
- **On Going** – Office is clean and orderly – Good
- **On Going** – Break room is clean and orderly – Good

20. Golf Cart Fleet	Evaluation			
A. Appearance	9.2	10/13	8.8	04/14
	9.1	11/13	8.7	05/14
B. Mechanical function	9.1	12/13	8.7	06/14
	9.0	01/14	8.7	07/14

C. Batteries Watered

8.9	02/14	8.7	08/14
8.9	03/14	8.6	09/14

Comments: In good working condition and being properly maintained by the specifications. The carts are at the end of the third season with current fleet. We are seeing more repair needs, windshields, cables and batteries.

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

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

Rating Summary:

Needs Improvement 1.0 to 4.9

Average: 5.0

Good: 6.0

Excellent: 7.0

Outstanding: 8.0 to 10.0

Current Overall Rating:

7.07	10/13	7.08	04/14
7.07	11/13	7.07	05/14
7.06	12/13	7.09	06/14
7.08	01/14	7.09	07/14
7.08	02/14	7.09	08/14
7.08	03/14	7.09	09/14

Trend Report by Month - Date of Visit

Report run: 10/19/2014 7:00 AM MDT
Data current as of: 10/19/2014 6:55 AM MDT



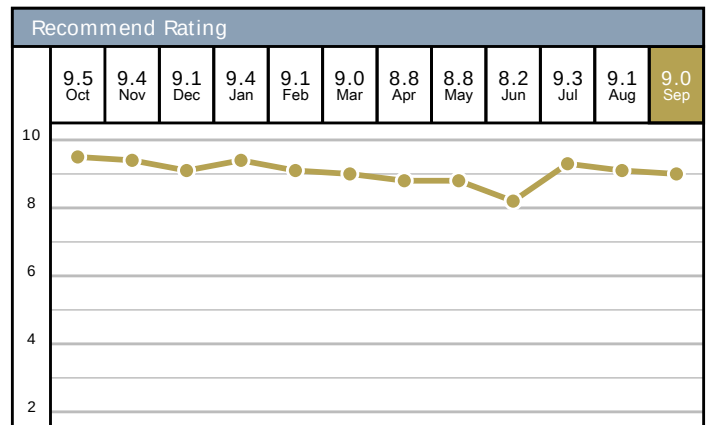
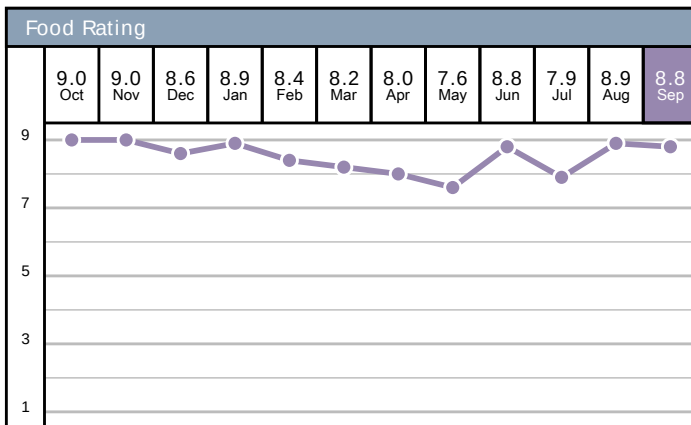
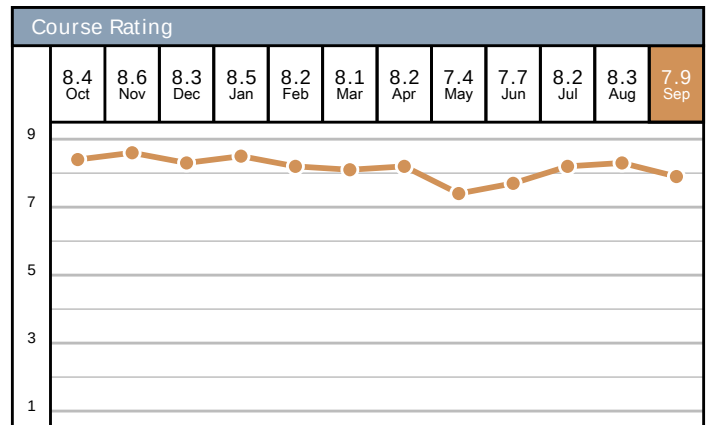
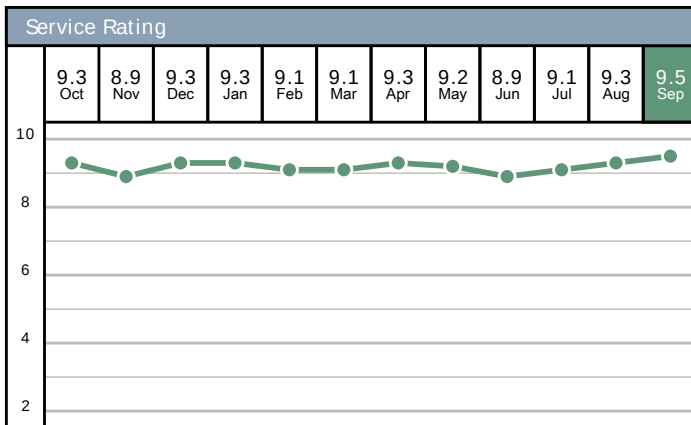
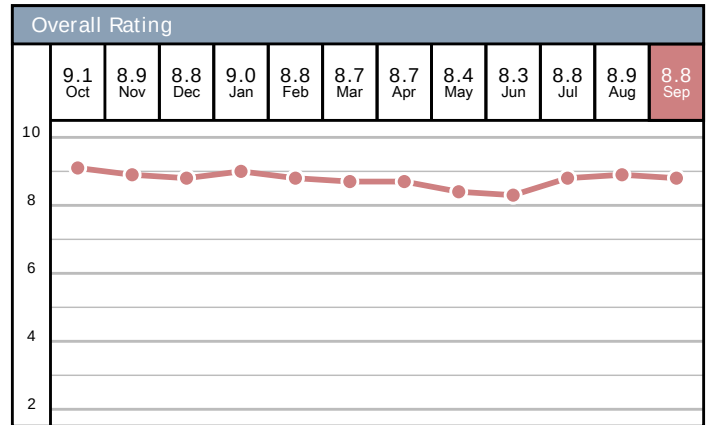
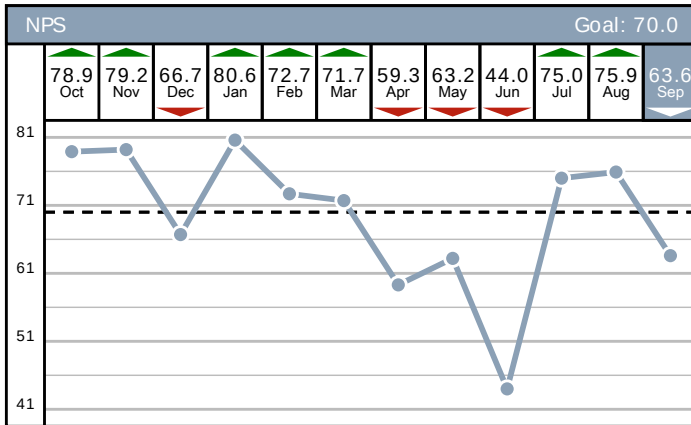
CURRENT PERIOD RESULTS

NPS	63.6	Overall Rating	8.8
Service Rating	9.5	Course Rating	7.9
Food Rating	8.8	Recommend Rating	9.0
Overall Rating w/o F&B	8.8	# of Surveys	33

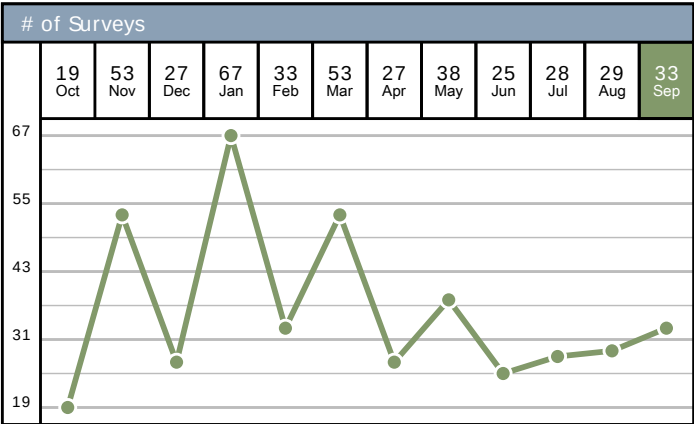
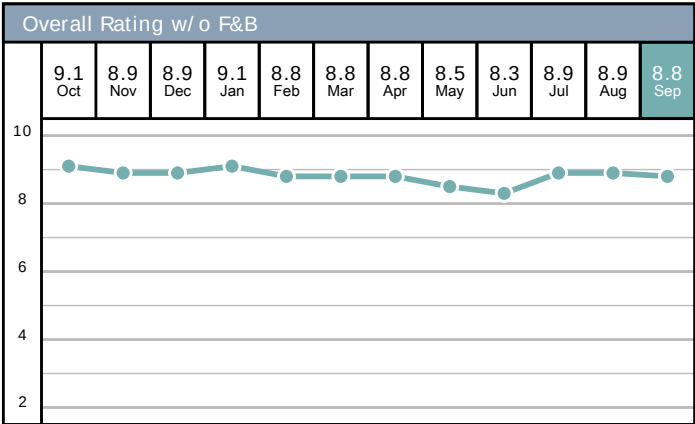
REPORT CRITERIA

Course	Cypress Head
Date of Service	10/1/13 - 9/30/14

Exceeded goal
 Failed goal Goal area



Trend Report by Month - Date of Visit



September Weather Rounds Summary 2013 Vs. 2014

	2013	2014	2013	2014	2013	2014	2013	2014	Overcast, Frost, or	Overcast, Frost, or
	Low Temp	Low Temp	High Temp	High Temp	Precip	Precip	Rounds	Rounds	Cart Path Only 2013	Cart Path Only 2014
1	76	76	90	92	0	0	142	140		
2	76	77	89	90	0	0	151			
3	75	76	90	88	0	0		38	Aerify	
4	76	75	90	88	0.01	0.2	78	87	Rain	Rain
5	75	75	89	86	0	0.75	106	74		Rain
6	75	74	86	85	1.5	0.8	53	96	Rain	Rain
7	74	74	88	84	0	1.4	53	55		Rain, CPO
8	76	74	89	85	0	0	93	75		
9	70	73	89	86	0	0.1	92	106		Rain
10	74	74	88	86	0.2	0	107	96	Rain	
11	77	75	87	87	0	0	77	119		
12	75	75	87	89	0.3	0.4	103	110	Rain	Rain
13	74	76	88	89	0	0	115	71		
14	75	75	88	90	0	0	92	144		
15	76	76	88	89	0	1.1	116	106		Rain
16	77	75	88	89	0	0.1	69	118		Rain
17	76	74	87	87	0.15	0.05	132	104	Rain	Rain
18	77	73	86	87	0	0	126	129		
19	76	72	86	84	0.15	2	107	148	Rain	Rain, CPO
20	75	71	87	82	0	0.5	124	84		Rain, CPO
21	70	71	87	82	0	0	117	106		CPO
22	75	72	87	84	0.1	1.5	113	80	Rain	Rain, CPO
23	75	72	86	84	0.3	4	68	66	Rain	Rain, CPO
24	74	73	85	83	1.15	0	96	45	Rain	CPO
25	73	71	86	85	0.01	0	70	70	Rain	CPO
26	74	75	88	86	0.01	0	121	116	Rain	CPO
27	71	75	84	86	1.95	0.1	98	139	Rain	Rain, CPO
28	71	75	84	88	0.2	0.85	76	110	Rain	Rain, CPO
29	70	75	84	87	0	0.7	121	118		Rain, CPO
30	69	75	85	86	0	1.05	102	80		Rain, CPO
31										
	74.2	74.1	87.2	86.5	6.03	15.6	2918	2830		
Historical Avg.	72	72	88	88	6.61	6.61				
DIFFERENCE		-0.10		-0.73						
DAY EFFECTED BY WEATHER -										

Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
-----------------	-------------	--------------------------------	---------------------	------------	------------------	--------------------

Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
11/4/2013	Angela's	Clubhouse - Kitchen Upgrades - Dean SR42Fryer	68748	\$825.00	4-Nov	\$825.00
11/14/2013	Angela's	Clubhouse - Kitchen Upgrades - True Freezer T23F	68828	\$2,400.00	25-Nov	\$2,400.00
1/15/2014	Ricoh	Clubhouse - Copier/Printer/Fax MPC2051	68933	\$2,887.00	29-Jan	\$2,887.00
1/15/2014	Ricoh	Clubhouse - Copier/Printer/Fax MP2553sp	68933	\$3,642.00	29-Jan	\$3,642.00
1/15/2014	Ricoh	Clubhouse - Network cards MPC2051&MP2553sp	68933	\$237.36	29-Jan	\$237.36
1/9/2014	Bruce Haglund Contractor	Range - Lamp Replacement/Timeclock/Parking Lamps	68998	\$3,380.00	30-Jan	\$3,380.00
1/24/2014	US Food Service	Clubhouse - Charbroiler Vulcan - Fryer Superior	69057	\$3,254.77	4-Feb	\$3,254.77
2/4/2014	Angela's	Clubhouse - Prep Table	69084	\$795.00	13-Feb	\$795.00
2/28/2014	City CC Expense	Clubhouse - Patio Upgrades		\$7,670.53	28-Feb	\$8,505.53
2/7/2014	Angela's	Clubhouse - True GDM26 Merchandiser cooler	69088	\$1,855.00	14-Feb	\$1,855.00
2/13/2014	MWR Custom Stairs	Clubhouse - Counter in Golf Shop	69117	\$1,550.00	28-Feb	\$1,550.00
2/13/2014	Bruce Haglund Contractor	Clubhouse - Lighting Restaurant	69111	\$2,700.00	8-Mar	\$2,700.00
3/13/2014	Flair Service Inc.	Clubhouse - Kitchen AC	69197	\$3,875.00	25-Mar	\$3,875.00
5/2/2014	Port Orange AC	Clubhouse - Hallway AC	69330	\$4,996.00	8-May	\$4,996.00
Total Billed				\$434,870.29	Total Paid	\$481,244.51

Repairs - Code Compliance

Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
8/12/2002	Waller's Wall To Wall	Clubhouse Restaurant Carpet Borders	137	\$698.57	10/24/2002	\$698.57
8/17/2002	Florida All Dore	Professional Cleaning of Kitchen	DC1173	\$1,200.00	8/31/2002	\$1,200.00
9/25/2002	Mr. First Aid	(2) 30gal Fire Safe Storage Cabinets	100/CODE 4	\$958.50	11/1/2002	\$958.50
10/16/2002	Rich's Electrical Service	Maintenance and Clubhouse Electric Repairs	1002-40	\$2,843.00	12/9/2002	\$2,843.00
11/8/2002	European - Mike Schill	Clubhouse Interior Code Repairs	110102 est		11/8/2002	\$988.00
11/8/2002	European - Mike Schill	Clubhouse Interior Code Repairs	110102 est	\$1,608.00	11/15/2002	\$620.00
11/8/2002	European - Mike Schill	Maintenance Building Replace Tile/Sheetrock	110802 est		11/18/2002	\$700.00
11/8/2002	European - Mike Schill	Maintenance Building Replace Tile/Sheetrock	110802 est		11/22/2002	\$800.00
11/8/2002	European - Mike Schill	Maintenance Building Replace Tile/Sheetrock	110802 est	\$2,074.00	2/17/2003	\$574.00
11/4/2002	Rob's K-Bear Aluminum	Kick Plates Clubhouse	2477	\$250.00	11/21/2002	\$250.00
11/8/2002	Rich's Electrical Service	Maintenance Ballast Kit by Gas Pump	1102-11	\$194.00		
11/6/2002	Rich's Electrical Service	Electric Repairs to All Areas including Parking	1102-4	\$336.06	11/21/2002	\$530.06
1/24/2003	Landirr	Drainage Repairs #	12431	\$3,000.00	1/31/2003	\$3,000.00
2/5/2003	Chip's Dozer	Clearing Palmettos	1080	\$2,340.00	3/10/2003	\$2,340.00
3/11/2003	Coast to Coast	Sod	39,200 sf	\$5,684.00	3/11/2003	\$5,684.00
3/12/2003	Universal Engineering	Copies of Environmental Studies	444474	\$30.00	3/20/2003	\$30.00
4/1/2003	Blythes Garage Door	Overhead Door Maintenance	Code	\$14,193.90	5/2/2003	\$14,193.90
4/23/2003	Southern Equipment	Mats - Bar Area	41641	\$237.00	5/2/2003	\$237.00
7/1/2003	Hall Architectural Associa	Repairs Banquet Room "patio"	721&771	\$657.00	7/18/2003	\$657.00
10/1/2003	Flair Service	2 AC Unit Slabs	28603	\$2,639.00	3/23/1907	\$2,639.00
10/24/2003	Blythes Garage Door	Maintenance Door	1092	\$2,911.40	10/24/2003	\$2,911.40
Total Billed				\$41,854.43	Total Paid	\$41,854.43

Capital Code Compliance

Invoice Date	Vendor Name	Repair/Replacement Description	Reference Number	Total Cost	Payment Dates	Payment Amounts
10/9/2002	R & R Industries	Maintenance Building Top Coat Plat Roof Sys	R 8972	\$12,500.00	11/21/2002	\$12,500.00
11/14/2002	AAA Fence Co of DB	Chail Link Fence w/DbI drive gate	19584	\$1,640.27	11/21/2002	\$1,640.27
Total Billed				\$14,140.27	Total Paid	\$14,140.27
Total of All Code Items						\$55,994.70
Total of All Code & R & R items						\$537,239.21
Less Item paid in 2002 year						-\$1,200.00
Total according to this years GL						\$536,039.21

TRIAL BALANCE SUMMARY FOR 2013

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 9/30/2014 Last

Sorted By: Account Posting

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

Account: First

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10000-5950-900	Cash - Operating	\$0.00	\$1,761.11	\$1,761.11	\$0.00	\$0.00
	10060-5950-900	Cash - Operating New	\$82,956.96	\$143,962.18	\$152,566.54	(\$8,604.36)	\$74,352.60
	10100-5950-900	Cash - Course Other	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	10120-5950-900	Cash - New Payroll	(\$3,807.54)	\$46,459.01	\$43,925.45	\$2,533.56	(\$1,273.98)
	10180-5950-900	Cash - Pro Shop Bank	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
	10200-5950-900	Cash - F&B Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$2,814.86	\$128,348.64	\$87,444.04	\$40,904.60	\$43,719.46
	12000-5950-900	Inventory - Merchandise	\$37,784.81	\$8,406.72	\$1,896.86	\$6,509.86	\$44,294.67
	12180-5950-900	Inventory - Food	\$4,883.74	\$3,332.55	\$3,830.31	(\$497.76)	\$4,385.98
	12200-5950-900	Inventory - Beverage	\$2,308.32	\$502.78	\$791.98	(\$289.20)	\$2,019.12
	12220-5950-900	Inventory - Beer	\$1,804.55	\$1,379.45	\$2,065.07	(\$685.62)	\$1,118.93
	12240-5950-900	Inventory - Liquor	\$3,704.97	\$433.36	\$572.31	(\$138.95)	\$3,566.02
	12260-5950-900	Inventory - Wine	\$658.97	\$0.00	\$28.55	(\$28.55)	\$630.42
	13020-5950-900	Prepaid Insurance	\$11,587.21	\$8,353.00	\$3,664.62	\$4,688.38	\$16,275.59
	13040-5950-900	Prepaid Exp - Other	\$10,584.29	\$7,369.51	\$7,674.06	(\$304.55)	\$10,279.74
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$27,735.39)	\$0.00	\$153.97	(\$153.97)	(\$27,889.36)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$12,870.02)	\$0.00	\$97.55	(\$97.55)	(\$12,967.57)
	22080-5950-900	Accum. Deprec - Buildings	(\$38,840.43)	\$0.00	\$283.45	(\$283.45)	(\$39,123.88)
	30000-5950-900	Accts Pay - Trade	(\$16,121.32)	\$62,680.43	\$67,912.45	(\$5,232.02)	(\$21,353.34)
	30040-5950-900	Accts Pay - Other	(\$66,499.03)	\$36,598.63	\$12,052.65	\$24,545.98	(\$41,953.05)
	31000-5950-900	Accrued Expenses	(\$1,400.07)	\$3,119.92	\$110.01	\$3,009.91	\$1,609.84
	31020-5950-900	Accrued Payroll	(\$22,662.72)	\$46,241.86	\$44,700.79	\$1,541.07	(\$21,121.65)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$179.00	\$179.00	\$0.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$5,453.70)	\$5,453.70	\$9,081.49	(\$3,627.79)	(\$9,081.49)
	31240-5950-900	Accrued Annual Sales Tax	\$0.00	\$5,048.50	\$7,186.34	(\$2,137.84)	(\$2,137.84)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,039.33	\$2,039.33	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,949.62)	\$573.17	\$728.81	(\$155.64)	(\$2,105.26)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$12,591.74)	\$90,671.36	\$78,479.62	\$12,191.74	(\$400.00)
	32040-5950-900	Deferred Rev - Annual Passes	(\$5,473.49)	\$5,473.49	\$45,377.92	(\$39,904.43)	(\$45,377.92)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$0.00	\$0.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,888.22)	\$795.04	\$150.00	\$645.04	(\$15,243.18)
	32100-5950-900	Deferred Rev - Credit Books	(\$23,559.49)	\$1,020.31	\$1,209.75	(\$189.44)	(\$23,748.93)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$8,656.20)	\$8,656.19	\$63,866.18	(\$55,209.99)	(\$63,866.19)
	32220-5950-900	Deferred Rev - Founders Pass	(\$180.25)	\$180.25	\$1,299.62	(\$1,119.37)	(\$1,299.62)
	49020-5950-900	Retained Earnings - Current	\$1.03	\$0.00	\$0.00	\$0.00	\$1.03
	50000-5950-100	Green Fees - Annual Pass	(\$72,032.98)	\$0.00	\$5,653.74	(\$5,653.74)	(\$77,686.72)
	50040-5950-100	Green Fees - Member	(\$454,748.96)	\$0.00	\$23,776.79	(\$23,776.79)	(\$478,525.75)
	50070-5950-100	Green Fees - (surcharge)	(\$36,036.31)	\$2,039.33	\$4,078.66	(\$2,039.33)	(\$38,075.64)
	50500-5950-200	Cart Fee 18	(\$336,893.66)	\$0.00	\$16,931.12	(\$16,931.12)	(\$353,824.78)
	50520-5950-200	Cart Fee - Annual Trail	(\$94,290.22)	\$0.00	\$8,656.19	(\$8,656.19)	(\$102,946.41)
	51050-5950-900	Initiation/Transfer Fees	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)
	52090-5950-600	Handicap Fee	(\$4,713.60)	\$0.00	\$20.00	(\$20.00)	(\$4,733.60)
	52120-5950-600	Ladies Outerwear	(\$129.00)	\$0.00	\$0.00	\$0.00	(\$129.00)
	52140-5950-600	Ladies Shirts	(\$64.00)	\$0.00	\$0.00	\$0.00	(\$64.00)
	52150-5950-600	Lessons	(\$1,361.90)	\$0.00	\$65.00	(\$65.00)	(\$1,426.90)
	52280-5950-600	Rental Clubs	(\$2,220.14)	\$0.00	\$64.80	(\$64.80)	(\$2,284.94)
	52310-5950-600	Retail	(\$68,211.93)	\$0.00	\$3,867.34	(\$3,867.34)	(\$72,079.27)
	53050-5950-220	Range Pass Revenue	(\$33,753.24)	\$0.00	\$1,533.35	(\$1,533.35)	(\$35,286.59)
	54000-5950-540	Food	(\$130,947.86)	\$0.00	\$7,210.28	(\$7,210.28)	(\$138,158.14)
	54030-5950-540	Beverage	(\$25,525.65)	\$0.00	\$1,499.56	(\$1,499.56)	(\$27,025.21)
	54060-5950-540	Beer	(\$71,353.20)	\$0.00	\$4,200.62	(\$4,200.62)	(\$75,553.82)
	54090-5950-540	Liquor	(\$36,145.84)	\$0.00	\$1,682.03	(\$1,682.03)	(\$37,827.87)
	54120-5950-540	Wine	(\$7,567.37)	\$0.00	\$240.96	(\$240.96)	(\$7,808.33)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	54220-5950-540	F&B Other Income	(\$1,374.15)	\$0.00	\$0.00	\$0.00	(\$1,374.15)
	56120-5950-100	City Surcharge R & R	(\$36,036.31)	\$0.00	\$2,039.33	(\$2,039.33)	(\$38,075.64)
	60000-5950-600	COGS - Merchandise - Accessories	\$49,241.67	\$33.01	\$0.00	\$33.01	\$49,274.68
	61000-5950-540	COGS - Food	\$61,707.49	\$3,713.94	\$0.00	\$3,713.94	\$65,421.43
	61010-5950-540	COGS - Beverage	\$8,936.97	\$791.98	\$0.00	\$791.98	\$9,728.95
	61020-5950-540	COGS - Beer	\$25,270.96	\$2,065.07	\$0.00	\$2,065.07	\$27,336.03
	61030-5950-540	COGS - Liquor	\$6,187.07	\$572.31	\$0.00	\$572.31	\$6,759.38
	61040-5950-540	COGS - Wine	\$3,244.74	\$28.55	\$0.00	\$28.55	\$3,273.29
	70000-5950-100	Gross Payroll - Salaried	\$70,202.11	\$11,236.92	\$6,094.39	\$5,142.53	\$75,344.64
	70000-5950-900	Gross Payroll - Salaried	\$84,171.18	\$13,967.02	\$6,987.89	\$6,979.13	\$91,150.31
	70000-5950-950	Gross Payroll - Salaried	\$36,683.41	\$5,506.90	\$3,437.85	\$2,069.05	\$38,752.46
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$39,706.60	\$4,340.74	\$4,452.35	(\$111.61)	\$39,594.99
	70010-5950-100	Gross Payroll - Hourly	\$122,798.26	\$21,550.42	\$9,306.59	\$12,243.83	\$135,042.09
	70010-5950-200	Gross Payroll - Hourly	\$53,302.02	\$7,832.46	\$4,343.32	\$3,489.14	\$56,791.16
	70010-5950-600	Gross Payroll - Hourly	\$39,310.23	\$6,645.38	\$3,708.45	\$2,936.93	\$42,247.16
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$69,271.48	\$14,445.33	\$9,199.71	\$5,245.62	\$74,517.10
	71000-5950-100	Payroll Tax - FICA	\$13,763.50	\$3,075.64	\$1,645.07	\$1,430.57	\$15,194.07
	71000-5950-200	Payroll Tax - FICA	\$4,073.49	\$645.61	\$363.38	\$282.23	\$4,355.72
	71000-5950-540	Payroll Tax - FICA	\$9,153.73	\$1,136.90	\$658.66	\$478.24	\$9,631.97
	71000-5950-600	Payroll Tax - FICA	\$3,089.03	\$579.22	\$330.94	\$248.28	\$3,337.31
	71000-5950-900	Payroll Tax - FICA	\$6,539.80	\$1,437.30	\$826.04	\$611.26	\$7,151.06
	71000-5950-950	Payroll Tax - FICA	\$2,725.12	\$362.46	\$164.18	\$198.28	\$2,923.40
	71010-5950-100	Payroll Tax - UC	\$3,891.94	\$277.50	\$0.00	\$277.50	\$4,169.44
	71010-5950-200	Payroll Tax - UC	\$2,649.79	\$170.19	\$0.00	\$170.19	\$2,819.98
	71010-5950-540	Payroll Tax - UC	\$3,965.79	\$160.40	\$0.00	\$160.40	\$4,126.19
	71010-5950-600	Payroll Tax - UC	\$1,379.46	\$44.28	\$0.00	\$44.28	\$1,423.74
	71010-5950-900	Payroll Tax - UC	\$742.42	\$0.00	\$0.00	\$0.00	\$742.42
	71010-5950-950	Payroll Tax - UC	\$389.20	\$0.00	\$0.00	\$0.00	\$389.20
	71020-5950-100	Payroll Tax - WC	\$4,076.86	\$391.42	\$0.00	\$391.42	\$4,468.28
	71020-5950-200	Payroll Tax - WC	\$1,135.90	\$69.43	\$0.00	\$69.43	\$1,205.33
	71020-5950-540	Payroll Tax - WC	\$2,348.57	\$130.53	\$0.00	\$130.53	\$2,479.10
	71020-5950-600	Payroll Tax - WC	\$848.87	\$64.98	\$0.00	\$64.98	\$913.85
	71020-5950-900	Payroll Tax - WC	\$1,935.72	\$85.04	\$0.00	\$85.04	\$2,020.76
	71020-5950-950	Payroll Tax - WC	\$749.81	\$61.99	\$0.00	\$61.99	\$811.80
	71030-5950-100	Benefits	\$33,514.55	\$8,813.43	\$5,003.78	\$3,809.65	\$37,324.20
	71030-5950-200	Benefits	\$90.83	\$67.73	\$62.41	\$5.32	\$96.15
	71030-5950-540	Benefits	\$12,091.21	\$2,616.18	\$2,242.50	\$373.68	\$12,464.89
	71030-5950-600	Benefits	\$5,019.57	\$984.05	\$532.35	\$451.70	\$5,471.27
	71030-5950-900	Benefits	\$18,109.80	\$5,177.00	\$3,387.28	\$1,789.72	\$19,899.52
	71030-5950-950	Benefits	\$3,986.65	\$1,323.15	\$910.24	\$412.91	\$4,399.56
	80050-5950-540	Bar Supplies	\$4,449.54	\$161.80	\$0.00	\$161.80	\$4,611.34
	80110-5950-200	Cart Supplies	\$468.40	\$0.00	\$0.00	\$0.00	\$468.40
	80170-5950-100	Course Accessories	\$3,777.80	\$153.99	\$45.03	\$108.96	\$3,886.76
	80190-5950-540	Dining Room Supplies	\$1,626.00	\$117.12	\$0.00	\$117.12	\$1,743.12
	80230-5950-100	Fertilizer	\$9,569.16	\$1,542.30	\$0.00	\$1,542.30	\$11,111.46
	80270-5950-100	Fuel	\$12,008.86	\$1,655.22	\$0.00	\$1,655.22	\$13,664.08
	80280-5950-100	Fungicides	\$2,155.19	\$74.70	\$74.70	\$0.00	\$2,155.19
	80320-5950-100	Herbicides	\$12,384.39	\$283.06	\$0.00	\$283.06	\$12,667.45
	80370-5950-100	Insecticides	\$11,820.69	\$781.01	\$284.55	\$496.46	\$12,317.15
	80380-5950-900	Janitorial Supplies	\$7,175.05	\$245.77	\$0.00	\$245.77	\$7,420.82
	80390-5950-540	Kitchen Supplies	\$3,507.13	\$71.89	\$0.00	\$71.89	\$3,579.02
	80410-5950-540	Laundry/Linens	\$5,708.32	\$149.60	\$0.00	\$149.60	\$5,857.92
	80420-5950-900	Laundry/Uniforms	\$2,325.84	\$91.06	\$0.00	\$91.06	\$2,416.90
	80520-5950-540	Office Supplies	\$19.97	\$0.00	\$0.00	\$0.00	\$19.97
	80520-5950-600	Office Supplies	\$180.25	\$0.00	\$0.00	\$0.00	\$180.25
	80520-5950-900	Office Supplies	\$3,628.11	\$459.02	\$0.00	\$459.02	\$4,087.13
	80610-5950-220	Range Balls	\$2,970.00	\$0.00	\$0.00	\$0.00	\$2,970.00
	80630-5950-220	Range Expenses	\$1,205.53	\$0.00	\$0.00	\$0.00	\$1,205.53
	80690-5950-100	Sand/Topdress	\$2,479.25	\$0.00	\$0.00	\$0.00	\$2,479.25
	80710-5950-100	Seeds/Trees	\$16,131.00	\$0.00	\$0.00	\$0.00	\$16,131.00
	80730-5950-100	Small Tools	\$58.38	\$0.00	\$0.00	\$0.00	\$58.38
	80770-5950-100	Staff/Volunteer Uniforms	\$177.81	\$0.00	\$0.00	\$0.00	\$177.81
	80780-5950-600	Supplies	\$3,125.90	\$0.00	\$0.00	\$0.00	\$3,125.90

TRIAL BALANCE SUMMARY FOR 2013

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	80810-5950-600	Tournament Expense	\$762.44	\$50.00	\$0.00	\$50.00	\$812.44
	81010-5950-900	Alarm System	\$1,862.50	\$90.50	\$0.00	\$90.50	\$1,953.00
	81080-5950-900	Carpet Cleaning	\$550.00	\$340.00	\$0.00	\$340.00	\$890.00
	81090-5950-200	Cart Repairs	\$2,118.16	\$770.37	\$0.00	\$770.37	\$2,888.53
	81130-5950-900	Computer Service	\$2,726.32	\$258.55	\$0.00	\$258.55	\$2,984.87
	81140-5950-900	Contract Cleaning	\$6,039.00	\$549.00	\$0.00	\$549.00	\$6,588.00
	81220-5950-600	Handicap Expense	\$4,788.00	\$0.00	\$0.00	\$0.00	\$4,788.00
	81250-5950-100	Irrigation	\$3,952.04	\$754.00	\$0.00	\$754.00	\$4,706.04
	81270-5950-600	Lesson Expense	\$844.50	\$183.75	\$0.00	\$183.75	\$1,028.25
	81300-5950-900	Pest Control	\$1,475.00	\$115.00	\$0.00	\$115.00	\$1,590.00
	81350-5950-100	Repair & Maint - Equipment	\$19,227.89	\$417.61	\$0.00	\$417.61	\$19,645.50
	81350-5950-220	Repair & Maint - Equipment	\$1,033.65	\$0.00	\$0.00	\$0.00	\$1,033.65
	81350-5950-540	Repair & Maint - Equipment	\$3,711.49	\$0.00	\$0.00	\$0.00	\$3,711.49
	81350-5950-900	Repair & Maint - Equipment	\$747.10	\$0.00	\$0.00	\$0.00	\$747.10
	81360-5950-100	Repair & Maint - Building	\$540.60	\$0.00	\$0.00	\$0.00	\$540.60
	81360-5950-900	Repair & Maint - Building	\$6,242.33	\$0.00	\$0.00	\$0.00	\$6,242.33
	82000-5950-200	Cart Lease	\$66,353.87	\$6,032.17	\$0.00	\$6,032.17	\$72,386.04
	82020-5950-100	Equipment Lease	\$56,752.63	\$5,159.33	\$0.00	\$5,159.33	\$61,911.96
	82020-5950-540	Equipment Lease	\$1,375.00	\$125.00	\$0.00	\$125.00	\$1,500.00
	82060-5950-900	Off-Site Storage	\$1,600.00	\$157.00	\$0.00	\$157.00	\$1,757.00
	83000-5950-100	Utilities - Electric	\$2,274.32	\$288.14	\$0.00	\$288.14	\$2,562.46
	83000-5950-200	Utilities - Electric	\$9,825.36	\$728.81	\$0.00	\$728.81	\$10,554.17
	83010-5950-540	Utilities - Gas	\$9,733.21	\$615.30	\$0.00	\$615.30	\$10,348.51
	83020-5950-100	Utilities - Other	\$14,806.55	\$1,336.77	\$0.00	\$1,336.77	\$16,143.32
	83020-5950-900	Utilities - Other	\$22,733.11	\$2,249.33	\$0.00	\$2,249.33	\$24,982.44
	83030-5950-100	Utilities - Telephone/Fax	\$792.22	\$91.78	\$0.00	\$91.78	\$884.00
	83030-5950-900	Utilities - Telephone/Fax	\$1,564.15	\$150.00	\$0.00	\$150.00	\$1,714.15
	83050-5950-100	Utilities - Water	\$2,109.25	\$189.28	\$0.00	\$189.28	\$2,298.53
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$13,825.69	\$869.40	\$0.00	\$869.40	\$14,695.09
	84110-5950-950	Adv/Promo - Website	\$4,295.02	\$0.00	\$0.00	\$0.00	\$4,295.02
	85020-5950-900	Bank Charges	\$536.97	\$26.37	\$0.00	\$26.37	\$563.34
	85050-5950-900	Cash Short/(Over)	\$544.52	\$442.11	\$852.50	(\$410.39)	\$134.13
	85060-5950-900	Cell Phone	\$1,750.00	\$200.00	\$25.00	\$175.00	\$1,925.00
	85070-5950-900	City Surcharge R & R	\$36,036.31	\$2,039.33	\$0.00	\$2,039.33	\$38,075.64
	85110-5950-900	Copier/Photocopies	\$714.11	\$0.00	\$0.00	\$0.00	\$714.11
	85120-5950-900	Credit Card Discounts	\$24,886.68	\$1,682.01	\$0.00	\$1,682.01	\$26,568.69
	85150-5950-900	Dues & Subscriptions	\$666.00	\$0.00	\$0.00	\$0.00	\$666.00
	85190-5950-900	Employee Relations	\$3,093.23	\$11.60	\$0.00	\$11.60	\$3,104.83
	85200-5950-100	Employee Testing	\$305.75	\$0.00	\$0.00	\$0.00	\$305.75
	85280-5950-900	Insurance Expense	\$38,738.86	\$3,664.62	\$0.00	\$3,664.62	\$42,403.48
	85320-5950-900	Member Relations	\$724.57	\$0.00	\$0.00	\$0.00	\$724.57
	85330-5950-900	Messenger Service - Fedex	\$299.56	\$69.49	\$0.00	\$69.49	\$369.05
	85390-5950-900	O/S - Accounting	\$13,200.00	\$0.00	\$0.00	\$0.00	\$13,200.00
	85410-5950-900	O/S - Legal	\$150.00	\$80.00	\$0.00	\$80.00	\$230.00
	85430-5950-100	O/S - Other	\$3,620.00	\$1,800.00	\$0.00	\$1,800.00	\$5,420.00
	85430-5950-900	O/S - Other	\$584.36	\$0.00	\$0.00	\$0.00	\$584.36
	85480-5950-900	Payroll Processing Fee	\$2,859.78	\$337.16	\$0.00	\$337.16	\$3,196.94
	85490-5950-900	Postage/Shipping	\$479.58	\$154.00	\$0.00	\$154.00	\$633.58
	85610-5950-540	Tax/Licenses/Fees	\$923.00	\$0.00	\$0.00	\$0.00	\$923.00
	85610-5950-900	Tax/Licenses/Fees	(\$255.00)	\$158.75	\$30.00	\$128.75	(\$126.25)
	85660-5950-540	Loss/Theft	\$3,803.31	\$0.00	\$0.00	\$0.00	\$3,803.31
	85720-5950-100	Travel - Other	\$3,300.00	\$300.00	\$0.00	\$300.00	\$3,600.00
	85720-5950-900	Travel - Other	\$4,818.64	\$102.43	\$0.00	\$102.43	\$4,921.07
	85730-5950-950	Website Expenses	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	90000-5950-900	Management Fee	\$79,475.11	\$7,225.01	\$0.00	\$7,225.01	\$86,700.12
	98010-5950-900	Deprec - Office F,F&E	\$1,693.67	\$153.97	\$0.00	\$153.97	\$1,847.64
	98020-5950-900	Deprec - Mach & Equip	\$1,073.05	\$97.55	\$0.00	\$97.55	\$1,170.60
	98040-5950-900	Deprec - Buildings	\$3,117.95	\$283.45	\$0.00	\$283.45	\$3,401.40
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	178	\$0.00	\$787,618.76	\$787,618.76	\$0.00	\$0.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: September 23, 2014 - Regular City Council Meeting

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Motion to approve the meeting minutes of September 23, 2014.

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	9/23/14 Minutes	REGULAR CITY COUNCIL MEETING MINUTES 9-23-14.pdf
----	-----------------	--

Fenwick, Robin

Created/Initiated - 10/21/2014

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 23, 2014

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Drew Bastian Councilman Dennis Kennedy Vice Mayor Donald Burnette Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Motion to add item #11a to add the Emergency Ordinance No. 2014-18 – Extension for Roll-Off Franchise Agreement was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

PUBLIC HEARING

4. Discussion of Proposed Millage Rate FY14/15

Mayor Green convened the public hearing to discuss the millage rate and budget. Council will begin with the City of Port Orange City Council discussion of the final millage necessary to fund the final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.4589 mills or \$4.4589 per \$1,000.00 of valuation and the final millage rate is a zero percent increase above the rolled-back rate. The rolled-back rate is 4.4589 mills or \$4.4589 per \$1,000.00 of valuation.

Council discussion: all are happy to be at roll-back for the fourth year in a row without cutting projects, programs, and maintenance.

Mayor Green asked for public comments; there were none.

5. Resolution No. 14-52 – Adopting the Final Millage Rate for FY14/15

Mayor Green read Resolution No. 14-52.

RESOLUTION NO. 14-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2014-2015; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-52 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

6. Resolution No. 14-53 – Adopting the Final Operating Budget for FY14/15

Mayor Green read Resolution No. 14-53.

RESOLUTION NO. 14-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$91,634,824; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-53 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

7. Resolution No. 14-54 – Adopting the Final Capital Budget for FY14/15

Mayor Green read Resolution No. 14-54.

RESOLUTION NO. 14-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL

CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,978,449; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-54 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

8. Resolution No. 14-55 – Adopting the Final Millage Rate for FY14/15 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 14-55.

RESOLUTION NO. 14-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2014-2015; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-55 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

9. Resolution No. 14-56 – Adopting the Final Operating Budget for FY14/15 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 14-56.

RESOLUTION NO. 14-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$391,642; SETTING FORTH EXPENDITURES IN AN

EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-56 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

10. Resolution No. 14-57 – Adopting the Final Millage Rate for FY14/15 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 14-57.

RESOLUTION NO. 14-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2014-2015; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-57 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote after no public comments.

11. Resolution No. 14-58 – Adopting the Final Operating Budget for FY14/15 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 14-58.

RESOLUTION NO. 14-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$196,757; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-58 was made by Vice Mayor Burnette, and

Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote after no public comments.

Mayor Green announced that in addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of 0.4620 mills to fund the debt service for the 2006 general obligation bonds issued for public safety capital facilities.

11(a) – Emergency Ordinance No. 2014-18 - Extension for Roll-Off Franchise Agreements

Mayor Green read Emergency Ordinance No. 2014-18.

ORDINANCE NO. 2014-18

AN EMERGENCY ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, EXTENDING THE TERM FOR THE NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINED COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF PORT ORANGE AS ADOPTED IN ACCORDANCE WITH ORDINANCE NO. 2013-18 AND EXTENDING THE RELATED AGREEMENTS TO NOVEMBER 5, 2014 FOR THE FOLLOWING ENTITIES: WASTE PRO OF FLORIDA, INC., SOUTHEAST CONTAINER SERVICES, INC., SAMSULA WASTE, INC. AND F.S.I. ROLL OFF CONTAINER SERVICE; PROVIDING FOR ADVERTISING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2014-18
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.

Margaret Roberts, City Attorney, advised that Samsula Waste is not included in Section 1 of the Ordinance and should be.

Motion to amend the Motion to adopt
Ordinance No. 2014-18 to include
Samsula Waste in Section 1 was made
by Vice Mayor Burnette, and Seconded
by Councilman Kennedy.

Motion to amend carried unanimously
by roll call vote after no public
comments.

David Harden, Interim City Manager, advised that the current franchises expire on September 30, 2014 and the bid for new franchises was advertised with a bid opening date of September 15, 2014 so it is impossible to hold all necessary meetings to get approval. He advised that Waste Pro did not submit their bid timely and have been deemed non-responsive.

Motion carried unanimously by roll call
vote after no public comments.

SPECIAL REPORTS AND PRESENTATIONS

12. Team Volusia

a. Presentation regarding services

Denise Mott, Director of Business Development, provided details of their funding, as well as their marketing efforts and programs.

Councilman Kennedy asked what the City of Port Orange has seen from Team Volusia. Ms. Mott said it has taken some time to build momentum but they have had meetings with consultants and business owners to change the perception of the whole County. She has seen several more projects take the County more seriously than in the past. The project dictates where they can be located. She said all east Volusia County projects will benefit Port Orange.

Vice Mayor Burnette asked where Ms. Mott lives. She said Port Orange for the past 18 years. He agreed with the benefits to Port Orange even if it is located in Daytona Beach. He asked her to discuss the site assessments held last year. Ms. Mott said the site selection evaluation was done on two sites in each city. October 30, 2014 is the presentation where marketing recommendations will be provided.

Councilman Ford thanked Ms. Mott for her presentation. He suggested Council discuss Port Orange meet with Team Volusia to discuss how to get more momentum for Eastport. Ms. Mott agreed to meeting with Council. She said Team Volusia currently meets monthly with the City Manager and Vice Mayor to discuss Port Orange specific issues. She also advised that these properties are listed on several websites through Team Volusia. Councilman Ford would like to discuss their plans to purchase properties on Ridgewood Avenue.

b. Cooperative Economic Development Agreement

Motion to approve the Team Volusia
Agreement was made by Vice Mayor
Burnette, and Seconded by Councilman
Ford.

Mike Gardner, citizen, expressed his concerns with the agreement and funding for Team Volusia.

Motion carried unanimously by roll call vote.

BOARD REPORTS, APPOINTMENTS, AND INTERVIEWS

13. Report from Kemper Sports Management regarding Cypress Head Golf Course
- a. July 2014 reports
 - b. August 2014 reports

Mike Collins, Manager of Cypress Head Golf Course, provided details of the golf report for July and August 2014. They are still experiencing problems with rain days. Food & Beverage details for July were provided in writing by Mr. Collins.

Councilman Ford is slightly concerned with the decline in revenues, although it's not a huge decline. He would like Council to discuss zoning changes of the golf course. The Golf Board talked about foot golf as an alternative revenue source, as well as golf cart usage and trails in other communities near the course.

Ted Noftall, citizen, doesn't believe the golf course numbers make sense. He is concerned with the zoning issues on the restaurant. He believes the course should be closed and renovated until KemperSports' contract is over.

CITIZEN PARTICIPATION

14. Request for local support by Wendover Housing Partners – Ryan von Weller

Ms. Roberts advised Council of the details of the request. She said there is no problem with the age restriction; however, there could be an issue with the fee deferral. She would recommend a fee waiver instead. She asked that Council consider both applications/projects the same.

Motion to approve and authorize the Mayor and City Clerk to execute the 2014 fee waiver form in the amount of \$50,000 for a residential development restricted to residents, age 55 years and older, upon the applicant's delivery to the City Attorney of a copy of the completed 2014 Florida Housing Finance Corporation application form consistent with the foregoing was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy.

Mr. Harden advised that the waiver will be for permit fees only. General operations will not be affected.

Wayne Clark, Community Development Director, advised that the project will still need to go through all the plans review processes and follow code requirements. This approval from Council will allow Staff to sign a document that shows the zoning is acceptable at that site.

Mr. Noftall doesn't understand how a deferral will cost \$400,000. Ms. Roberts explained that the math calculation shows that in order to generate a deferred present value of \$50,000, payments of approximately \$400,000 would have to be deferred for approximately 10 years at a present value of 5% approximately. She said impact fees are the greatest amount of fees, as well as building permit fees, site application fees, site inspection fees, etc. She advised that with a fee waiver the cap is \$50,000. Deferring fees has a larger impact.

Mr. Clark explained the way Staff calculated the deferral amounts. He said Council can approve \$50,000 today or they hold their money and over that time pay back everything.

Mr. Noftall asked for a copy of the analysis performed by Staff.

Councilman Ford believes there is a lack of information to vote on this project at this time.

Councilman Kennedy will consider the fee waiver commitment because the property is already zoned for this same type of project.

Motion withdrawn until further information is provided.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Tasha LeVelle, citizen, asked Council to waive the utilities lien on 596 Touchstone Circle for the water access fees that have accrued over the past four (4) years from the previous owners.

Councilman Ford supports helping them with the lien.

Vice Mayor Burnette agreed because of the impact to the neighborhood.

Councilman Bastian also agreed. He would like to help.

Councilman Kennedy would like to try to help as well.

Mr. Harden would like Staff to investigate the situation and come back with some options.

Council would like to have further information as to the outstanding bill, as well as any code violations.

Jim Schultz, citizen, addressed Council regarding MMR vaccinations.

COUNCIL COMMENTS

15. Council Members Comments

Councilman Kennedy asked residents to check their storm drains to help the water drain properly and quicker.

Councilman Ford asked when the lot next to the US 1 fire station will be mowed. Halifax Road is on the paving list. Citizens have asked that the road be leveled. Staff will check on both items.

CONSENT AGENDA

16. Approval of Minutes

a. September 2, 2014 – Special City Council Meeting

b. September 2, 2014 – Regular City Council Meeting

17. Project Manager's Report

18. Waive normal bidding procedures and piggyback the State of Florida Contract #490-000-12-ACS with Fisher Scientific Company, LLC to purchase laboratory, safety supplies, and equipment for the City's lab operations

19. Extension to the Standard Contract for Services with Carmeuse Lime & Stone, Inc. dated September 17, 2013

20. Amendment and Extension to the Standard Contract for Services with CedarChem, LLC dated September 17, 2013

21. Authorization for two Pumpkin Patch Minor Special Events to exceed seven consecutive calendar days

22. Waive formal bidding procedures and approve the Annual Maintenance Agreement with Hach Company for monitoring equipment at the Garnsey Water Plant (GWP), the Dwayne Huffman Reuse Water Plant (WWTP), and remote pump stations

23. Waive normal bidding requirements for Barney's Pumps, Inc. and Approval of Standard Contract for Services

24. Extension to the Standard Contract for Services with Harcros Chemicals, Inc. dated September 17, 2013

25. Amendment and Extension to the Standard Contract for Thatcher Chemical of Florida, Inc. dated September 17, 2013

26. Extension to the Standard Contract for Services with the Dumont Company, Inc. dated September 17, 2013

27. Extension to the Standard Contract for Services with Polydyne, Inc. dated September 17, 2013

28. Amendment and Extension to the Standard Contract for Services with Allied Universal dated September 17, 2013

29. Agreement with Port Orange Baseball Club, Inc.

30. Ratification of expenditures incurred under blanket Purchase Order No. 068717 to Quentin L. Hampton Associates, Inc. for utility inspection services

- 31. Sole Source purchase of "Thioguard" (Magnesium Hydroxide) for odor and corrosion in the collection system and enhancement of nutrient removal at the treatment plant with Premier Magnesia, LLC
- 32. Amended and Restated Agreement to Provide Recyclable Materials Processing and Marketing Services with G.E.L. Corporation
- 33. Waiver of Exemption/RFP #14-32
- 34. Ten-8 Fire Equipment Purchasing Card Expenditures – FY2013-2014

Ms. Roberts asked that Item #32 be pulled. Mayor Green asked that Item #30 be pulled for further discussion.

Motion to approve Consent Agenda Items #16-29, 31, and 33-34 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by voice vote.

Item #30 - Mr. Noftall asked for an explanation on this item. Mr. Harden advised that the contract with Quentin Hampton did not include these inspection services for Public Utilities. This contract was only for Community Development. The former Public Utilities Director issued the purchase order in error which led to a shortage for Community Development. The purchase order should have been issued to DMC rather than Quentin Hampton.

Motion to approve Consent Agenda Item #30 was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote.

Item #32 – Ms. Roberts asked that Item #32 include subject to performance bonding if Council wants to include a bond. The County's new contract does not include a performance bond anymore. She recommends approving the item subject to finalization of the question on performance bonding. Volusia County did not require a performance bond with their renewal. She recommends Council reserve their right to require bonding upon notice.

Motion to approve Consent Agenda Item #32 subject to the performance bond and specs being resolved as discussed was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried unanimously by roll call vote.

35. Monthly Finance Report

Tracey Riehm, Finance Director, provided details of the monthly finance report.

Mark Schaefer, citizen, asked for direction regarding account groupings. He asked that the account groupings be matched to the CAFR. He asked that September, October, and November reports be provided this year with leeway as to the numbers matching the CAFR numbers. Mayor Green asked Ms. Riehm if Staff can provide the reports as requested. Ms. Riehm advised that staffing is still not a full staff. She is working with the auditors to provide a timely audit. She cannot promise a September report even in early November. Mayor Green asked Finance to provide as many reports as they can and keep Council informed.

Ms. Riehm introduced Joseph Gomez as the new Purchasing Manager.

36. Award Contracts for Landscape Maintenance Bid #14-30 for FY2015

Mary Anderson, Public Works Director, provided details of the scope of services, as well as the bids.

Councilman Ford asked how much acreage is left with Public Works. Ms. Anderson said it is approximately 130 acres.

Vice Mayor Burnette is glad to see more than one bidder. He's concerned with the insurance issues previously with Glencoe. He asked that Staff continually monitor insurance issues.

Councilman Bastian asked if there is an issue with the insurance certificates. Ms. Anderson said there are no issues that she is aware of. Staff has the documents and will obtain any further documentation as required after award.

Councilman Kennedy asked what was being done with the extra equipment Staff purchased. Ms. Anderson said some equipment will be kept and replace some of the in-house equipment that needed to be replaced. Anything else not needed will be taken care of through the proper process.

John Cheney, citizen, addressed Council regarding his concerns with the bidders.

Mr. Nofall expressed his concerns with the bidders.

Councilman Kennedy doesn't understand why a mowing contract is so difficult to get in place.

Councilman Bastian believes the insurance is an issue that needs to be clarified before Council awards the contracts.

Ms. Anderson advised that the insurance is provided with the final contract documents.

Mr. Gomez advised that the certificate of insurance is provided at the time of the contract and is valid throughout the contract terms.

Mr. Nofall asked if Staff called to verify the insurance. Ms. Anderson said yes, it was verified.

Sonya Laney, citizen, suggested providing a detailed document showing the process of bid openings. She said certificates of insurance documents naming an additional insured do, in fact, cost more.

Councilman Ford would like assurance of a process showing full paperwork to include insurance availability. Mr. Harden advised that a valid certificate of insurance will be provided once the contract is awarded.

Vice Mayor Burnette asked Mr. Gomez to work on the processes and procedures to clean them up. He asked that the insurance requirements be closely monitored.

Motion to approve as recommended subject to proof of proper insurance was made by Vice Mayor Burnette, and Seconded by Councilman Kennedy. Motion carried 4-1 by roll call vote with Councilman Bastian voting no.

RESOLUTIONS

37. Resolution No. 14-59 – Acceptance of the Victims of Crime Act (VOCA) Grant

Mayor Green read Resolution No. 14-59.

RESOLUTION NO. 14-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF \$59,786.00 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 14-59 was made by Vice Mayor Burnette, and

Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote after no public comments.

38. Port Orange Youth Football Association, Inc. Agreement and Donation
a. Agreement

Motion to approve the revised
agreement was made by Vice Mayor
Burnette, and Seconded by Councilman
Kennedy. Motion carried unanimously
by roll call vote after no public
comments.

b. Resolution No. 14-60 – Budget Appropriation

Mayor Green read Resolution No. 14-60.

RESOLUTION NO. 14-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA; APPROPRIATING
FUNDS TO PURCHASE AMENITIES/ATHLETIC EQUIPMENT
FOR THE CORACI ATHLETIC COMPLEX; SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING AN
EFFECTIVE DATE.

Motion to adopt Resolution No. 14-60
was made by Vice Mayor Burnette, and
Seconded by Councilman Kennedy.
Motion carried unanimously by roll call
vote after no public comments.

COMMENTS

39. City Attorney Comments

There were no further comments.

40. Interim City Manager Comments

Mr. Harden will bring back options for the golf course. He will be attending Ethics
Conference on Thursday and Friday.

COUNCIL COMMITTEE REPORTS

41. City Council Committee Reports

- a. City Investment Committee – Councilman Kennedy had nothing to report.
- b. Transportation Planning Organization (TPO) – Councilman Ford reported that meeting is tomorrow.
- c. Library Advisory – Councilman Bastian reported the Port Orange Library remains in second place on loans. Renovations are complete.
- d. Municipal Firefighters Pension Board – Councilman Ford reported there was no meeting.
- e. Municipal Police Officers Retirement Trust – Councilman Kennedy there was no meeting.
- f. General Employees General Retirement Trust – Councilman Bastian reported provided details of the Plan.
- g. YMCA – Councilman Bastian was unable to attend the full meeting. There is nothing to report.
- h. Volusia Council of Governments (VCOG) – Mayor Green reported that VCOG is trying to merge with Volusia League of Cities.
- i. Volusia League of Cities – Mayor Green had nothing to report at this time; dinner is Thursday night.
- j. ArtHaus – Vice Mayor Burnette reported the sidewalk art festival is looking for sponsors.
- k. Port Orange/South Daytona Chamber of Commerce – Vice Mayor Burnette reported on upcoming events.
- l. Golf Course Board of Directors – KemperSports provided the golf report earlier in this meeting.
- m. Communications Interlocal Agency (CIA) – Nothing to report.

ADJOURNMENT: 8:48 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Contract Change Order with Quentin L Hampton Associates, Inc. for Utilities Mapping Services per Addendum 24 as amended by Addendum 82

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve the Change Order to Contract Addendum 24 with the firm of Quentin L. Hampton and Associates, Inc (QLHA) pertaining to utilities mapping services per Purchase Order #066856 in the amount of \$15,191.00 and to authorize the Mayor and City Clerk to execute the associated contract documents.

SUMMARY: Public Utilities has been working closely with Quentin L. Hampton and Associates over the past 20 years to develop and improve our utility mapping atlas inventory. In March 2012, City Council approved issuing a purchase order to QLHA to update the maps of the City's potable water, sanitary sewer and reclaimed water systems throughout our City's utility service area. Since 2012, there have been significant utility infrastructure improvements that have been added to the City utilities system and they need to be incorporated in the latest mapping update. Furthermore, staff is requesting QLHA to convert all of the City's AutoCAD as-built drawings to PDF format so they can be easily utilized by City staff.

Project No.: MMP001 Funding Account No.: 42103005366397

ATTACHMENTS:

1.	QLHA Mapping Supporting Doc	QLH Mapping Support Docs 10.28.14.pdf
2.	QLH Change Order - Final signed	QLH Mapping Change Order - Final signed.pdf

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/13/2014
Approved - 10/13/2014
Approved - 10/16/2014
Approved - 10/23/2014
Final Approval - 10/23/2014

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

August 7, 2014

Kenny Ho, P.E.
Civil Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**CITY OF PORT ORANGE
COLOR UTILITY ATLAS &
COMPOSITE UTILITY MAPPING UPDATE FOR 2012
AUGMENTATION OF PURCHASE ORDER FOR TASK COMPLETION**

Dear Mr. Ho,

In accordance with your request, we are pleased to offer our firm's proposal for the above referenced work effort.

The original project scope involved revising the Color Utility Atlas' (Stick maps) and the City Utility As-Built maps (Composite mapping) to accurately depict the current configuration of the City's potable water, sanitary sewer and reclaimed water systems.

A requested addition to the original scope consists of converting the City's AutoCAD As-Built drawings to a PDF format so they can be readily utilized by staff members who do not have access to CADD programs and/or the expertise required to operate CADD programs.

As you're aware, QLH provided updated utility composite maps for the City's 60% review. Due to attrition of personnel, delays in critical As-Built drawings being provided to the City by developers (for new construction that occurred after the beginning of the mapping task) and other unforeseen circumstances, the project was placed in abeyance by staff since delivery of the 60% product and the return of the City's review comments to us.

During this time the City has had several instances where our services were required to provide technical assistance to staff on other smaller scale, fast track, high priority mapping projects.

Based upon our recent meeting and agreed upon decrease in deliverables, we have revised our proposal as noted below, with previous quantities of the deliverables having been struck through but viewable for comparison:

Schedule

We estimate that this work will take three-months to complete, following the notice to proceed.

Revised Deliverables

Deliverables will consist of the following:

Color Utility Atlas

- 70 35 color atlas volumes
- Six Zero full size (24" x 36") color sets
- 20 1 Compact Disc

City Utility As-Built Maps

- Ten Three full size (24" x 36") color sets
- Ten One Compact Disc

Proposed lump-sum fees including deliverables for the above referenced tasks are as follows:

Task	Description	Fee
1	Complete Updating Color Utility Atlas Mapping	\$6,920.00
2	Complete Updating City Utility As Built Maps	\$11,780.00
3	Conversion of City's AutoCAD As-Built to PDF Format (New Task)	\$7,500.00
Total Amount To Complete Project		\$26,200.00

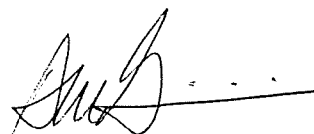
According to our records, the current purchase order has an available balance of \$11,009.00, thus requiring an additional **\$15,191.00** augmentation of the original purchase order to complete the tasks previously described.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



John Mischle
Production Manager



Andrew Giannini, P.E.
Project Manager

AG/JM/dim



CITY COUNCIL AGENDA ITEM

COPY

REQUESTED COUNCIL MEETING DATE 03/20/2012

SUBJECT: Engineering Services Contract with Quentin L. Hampton Associates, Inc. for Utilities Mapping Services per Addendum No. 24, as amended by Addendum #82.
DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve the issuance of a purchase order to the firm of Quentin L. Hampton and Associates, Inc. (QLHA) per Contract Addendum No. 24 pertaining to utilities mapping services in the amount of \$59,370.00 and to authorize the Mayor and City Manager to execute the associated contract documents, including Addendum # 82.

SUMMARY: The Public Utilities Department has been working closely with Quentin L. Hampton and Associates over the past 20 years to develop and improve our utility atlas and composite utility as-built mappings. Under this proposed scope of services, QLHA will accurately update the current configuration of the City's potable water, sanitary sewer and reclaimed water system maps throughout our City's utility service area. Since our last update of the utility atlas (2008) and composite utility mappings (2010) there have been substantial utility improvements to the City's three utility systems, see attached projects listings.

Funding for this project is available in Utility Mapping MMP001, account # 42103005366397.

ATTACHMENTS: ☐ Ordinance ☐ Resolution ☐ Budget Resolution

☒ Other ☒ Support Documents/Contracts Available for Review in Public Utilities

DEPARTMENT HEAD *[Signature]* Kenny Ho, P.E.

Date 2/23/2012

FINANCE DEPARTMENT *[Signature]* Approved as to Budget Requirements

Date 2/24/12

CITY ATTORNEY *[Signature]* Approved as to Form and Legality

Date 3/13/2012

CITY MANAGER *[Signature]* Approved Agenda Item For:

COUNCIL ACTION:

☐ Approved as Recommended
☐ Continued to Date Certain

☐ Disapproved
☐ Approved with Modification:

☐ Tabled Indefinitely

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
MARK A. HAMPTON, P.E.
KEVIN LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6610
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

January 30, 2012

Kenny Ho, P.E.
Civil Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE
COLOR UTILITY ATLAS &
COMPOSITE UTILITY MAPPING UPDATE FOR 2012

Dear Kenny,

In accordance with your request, we are pleased to offer our firm's proposal for the above referenced work effort. The project scope involves revising the Color Utility Atlas' (Stick maps) and the City Utility As-Built maps (Composite mapping) to accurately depict the current configuration of the City's potable water, sanitary sewer and reclaimed water systems.

There have been substantial improvements and additions to the City's utility assets since the last mapping updates were performed.

The City has also identified utilities which are either not shown or inaccurately depicted on existing maps. QLH staff will meet with City staff and surveyors to collect the "best available" information and update maps accordingly.

Additionally, new projects have been constructed since the last update. "As-Built" project information will be transferred to the "stick maps" and "composite" maps.

Schedule

We estimate that this work will take six-months to complete, following the notice to proceed.

Deliverables

Deliverables will consist of the following:

Color Utility Atlas

- 70 color atlas volumes
- Six full size (24" x 36") color sets
- 20 Compact Discs

RECEIVED
JAN 30 2012
CITY OF PORT ORANGE
PUBLIC UTILITIES

City Utility As-Built Maps

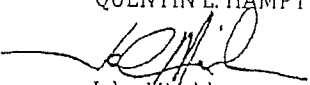
- Ten full size (24" x 36") color sets
- Ten Compact Discs

Proposed lump-sum fees including deliverables for the above referenced tasks are as follows:

<i>Task</i>	<i>Description</i>	<i>Fee</i>
1	Update Color Utility Atlas Mapping	\$22,900.00
2	Update City Utility As Built Maps	\$36,470.00
Total Fees		\$59,370.00

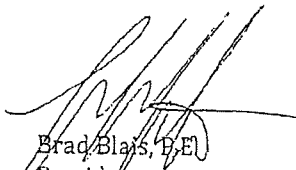
Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


John Mischle
Production Manager

BB/JM/dim

Enclosures


Brad Blais, P.E.
President

COPY

	A
1	Completed projects since 2007
2	
3	Non-Residential
4	
5	Lakeside Community Center
6	Eastport Lot 6
7	Nova Center
8	Spruce Creek High School Expansion
9	AmSouth Bank
10	Social Security Administration Building
11	Cypress Creek Elementary
12	Faith United Bretheren Church
13	Silver Sands Middle School Expansion
14	Crystal Lake Lot 2
15	Shoppes at Yorktowne
16	State Farm - Ridgewood
17	Sunshine State Bank Parking Expansion
18	First Baptist Church Expansion
19	Port Orange Tower
20	Dunlawton Centre Phase III
21	Eastport Business Park Phase 2
22	Marcel Medical Center
23	Port Orange Gym Expansion
24	809 Louisville
25	Boulevard Tire
26	Buschman Park Phase 2
27	Our Lady of Hope
28	Top Drawer
29	VFW
30	Eastport Unit 2, Lot 7
31	Port Orange Nursery
32	Gateway Bank
33	Floridian Bank
34	Armeen Business Center
35	Nova Commercial
36	Shoppes at Southwinds
37	Shoppes on Taylor
38	Cambridge Canal Basin Drainage Impro
39	Lollich Site Plan
40	Westport Phase 2 (Kohl's)
41	Neighbor's Ice Cream
42	Publix at Dunlawton Square
43	Walgreen's Taylor Road
44	Coraci Sports Park Phase I
45	LaQuinta Inn & Suites
46	Halifax Veterinary Clinic
47	Atlantic Coast Office Building
48	Fire Station #72

COPY

	A
49	Yasmine Industrial Park
50	Fire Station #75
51	Port Orange Rehab Center Expansion
52	Meeker Plaza
53	Williamson Business Park
54	Covenant United Methodist Tower
55	Ravenwood Vet Clinic
56	Summer Trees Plaza Site "B"
57	Hollywood Theaters
58	Olive Garden
59	Port Orange Pavilion Lot 6
60	Port Orange Pavilion Lot 8
61	Port Orange Police Station
62	Countryside Commercial (Bldgs. D & E)

63	Port Orange Pavilion Lot 7
64	Port Orange Pavilion Lot 9
65	Port Orange Pavilion Lot 10
66	Port Orange Pavilion Lot 11
67	Port Orange Pavilion Lot 12
68	Port Orange Pavilion Lot 13
69	Port Orange Pavilion Lot 14
70	Port Orange Pavilion Lot 15
71	Port Orange Pavilion Lot 16
72	Port Orange Pavilion Lot 17
73	Port Orange Pavilion Lot 18
74	Port Orange Pavilion Lot 19
75	Port Orange Pavilion Lot 20
76	Port Orange Pavilion Lot 21
77	Port Orange Pavilion Lot 22
78	Port Orange Pavilion Lot 23
79	Port Orange Pavilion Lot 24
80	Port Orange Pavilion Lot 25
81	Port Orange Pavilion Lot 26
82	Port Orange Pavilion Lot 27
83	Port Orange Pavilion Lot 28
84	Port Orange Pavilion Lot 29
85	Port Orange Pavilion Lot 30
86	Port Orange Pavilion Lot 31
87	Port Orange Pavilion Lot 32
88	Port Orange Pavilion Lot 33
89	Port Orange Pavilion Lot 34
90	Port Orange Pavilion Lot 35
91	Port Orange Pavilion Lot 36
92	Port Orange Pavilion Lot 37
93	Port Orange Pavilion Lot 38
94	Port Orange Pavilion Lot 39
95	Port Orange Pavilion Lot 40
96	Port Orange Pavilion Lot 41
97	Port Orange Pavilion Lot 42
98	Port Orange Pavilion Lot 43
99	Port Orange Pavilion Lot 44
100	Port Orange Pavilion Lot 45

101	Port Orange Pavilion Lot 46
102	Port Orange Pavilion Lot 47
103	Port Orange Pavilion Lot 48
104	Port Orange Pavilion Lot 49
105	Port Orange Pavilion Lot 50
106	Port Orange Pavilion Lot 51
107	Port Orange Pavilion Lot 52
108	Port Orange Pavilion Lot 53
109	Port Orange Pavilion Lot 54
110	Port Orange Pavilion Lot 55
111	Port Orange Pavilion Lot 56
112	Port Orange Pavilion Lot 57
113	Port Orange Pavilion Lot 58
114	Port Orange Pavilion Lot 59
115	Port Orange Pavilion Lot 60
116	Port Orange Pavilion Lot 61
117	Port Orange Pavilion Lot 62
118	Port Orange Pavilion Lot 63
119	Port Orange Pavilion Lot 64
120	Port Orange Pavilion Lot 65
121	Port Orange Pavilion Lot 66
122	Port Orange Pavilion Lot 67
123	Port Orange Pavilion Lot 68
124	Port Orange Pavilion Lot 69
125	Port Orange Pavilion Lot 70
126	Port Orange Pavilion Lot 71
127	Port Orange Pavilion Lot 72
128	Port Orange Pavilion Lot 73
129	Port Orange Pavilion Lot 74
130	Port Orange Pavilion Lot 75
131	Port Orange Pavilion Lot 76
132	Port Orange Pavilion Lot 77
133	Port Orange Pavilion Lot 78
134	Port Orange Pavilion Lot 79
135	Port Orange Pavilion Lot 80
136	Port Orange Pavilion Lot 81
137	Port Orange Pavilion Lot 82
138	Port Orange Pavilion Lot 83
139	Port Orange Pavilion Lot 84
140	Port Orange Pavilion Lot 85
141	Port Orange Pavilion Lot 86
142	Port Orange Pavilion Lot 87
143	Port Orange Pavilion Lot 88
144	Port Orange Pavilion Lot 89
145	Port Orange Pavilion Lot 90
146	Port Orange Pavilion Lot 91
147	Port Orange Pavilion Lot 92
148	Port Orange Pavilion Lot 93
149	Port Orange Pavilion Lot 94
150	Port Orange Pavilion Lot 95

ADDENDUM NUMBER 82
TO AGREEMENT DATED FEBRUARY 14, 1980
AND AMENDMENT TO ADDENDUM NUMBER 24
DATED NOVEMBER 27, 1990
BETWEEN THE CITY OF PORT ORANGE
AND QUENTIN L. HAMPTON ASSOCIATES, INC.

By Agreement made and entered into this 20 day of March, 2012 by and between the City of Port Orange, Volusia County, Florida, hereinafter called the "City", and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called the "Engineers".

WITNESSETH

The City and Engineers mutually agree to amend and add to the above referenced Agreements between the City and Engineers made and entered into on February 14, 1980 and November 27, 1990 the following:

1. The Engineers shall provide engineering services for Color Utility Atlas & Composite Utility Mapping Update for 2012 as provided for in Addendum Number 24, dated November 27, 1990 attached hereto as **Exhibit 1**; and in accordance with the letter proposal to the City, dated January 30, 2012 attached hereto as **Exhibit 2**.
2. Addendum 24 provides for Utilities mapping – digitized and the Agreement dated February 14, 1980 between the City and the Engineers provides for a fixed fee. The City shall pay the lump sum fee in the amount of \$59,370.00.
3. The parties acknowledge that all other terms, provisions and conditions of the aforesaid original Agreement and all additions thereto not amended or changed by the provisions of the Addendum are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed the Addendum the day and year written above.

ATTEST:

By: Kenneth W. Parker

Kenneth W. Parker, City Manager

CITY OF PORT ORANGE, FLORIDA

By: Allen Green

Allen Green, Mayor

WITNESS: as to City of Port Orange only.

Printed Name: Robin Fenwick

Printed Name: Laura Tennant

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: Brad T. Blais

Brad T. Blais, P.E., and President

ADDENDUM NUMBER 24
TO AGREEMENT DATED FEBRUARY 14, 1980
BETWEEN CITY OF PORT ORANGE, FLORIDA AND QUENTIN L. HAMPTON ASSOCIATES, INC.

By Agreement made and entered into this 2nd day of November, 1990, by and between the City of Port Orange, Volusia County, Florida, hereinafter called the "City", party of the first part and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called the "Engineers", party of the second part.

WITNESSETH

The City and Engineers mutually agree to amend and add to that certain Agreement between the City and Engineers made and entered into on February 14, 1980 the following:

- 1) The Engineers shall provide engineering services as needed including surveying, permitting, design, general supervision, inspection and plans and specifications for (a) Commonwealth Boulevard Water Distribution Extension and Bike Path; (b) Utilities Mapping - Digitized; (c) South Atlantic Utilities Relocation; (d) Nova Road Utilities Relocation; (e) Mainland Water Storage Tank; (f) Overlook Trail Area Improvements; and (g) Utilities Relocation Dunlawton West (I-95 to Nova Road).
- 2) In consideration for the proposed scope of work, the City shall pay the Engineers in the manner established in Article III of the February 14, 1980 Agreement and amended as follows. The City will reimburse the Engineers for the printing costs of the plans and specifications, and any required environmental permitting.
- 3) The parties acknowledge that all other terms, provisions and conditions of the aforesaid original Agreement and all additions thereto not amended or changed by the provision of the Addendum are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

Marion J. Solana
Marion J. Solana, CMC, City Clerk

CITY OF PORT ORANGE, FLORIDA

By Judy L. Andersen
Title Mayor

WITNESS:

Thomas Zimmer

QUENTIN L. HAMPTON ASSOCIATES, INC.

By Richard W. Fernandez
Title President

RECEIVED
MAR 22 1991

CITY OF PORT ORANGE
Public Utilities Water Division

CHANGE ORDER No.1
(Augmentation to Purchase Order # 066856 dated 3/28/12)

PROJECT: **COLOR UTILITY ATLAS & COMPOSITE UTILITY MAPPING UPDATE**

CHANGE ORDER NO. 1 - Final

DATE: 10/23/14

ENGINEER: Quentin L. Hampton Associates, Inc.

The following changes are hereby made to the Purchase Order:

CHANGE IN PRICE: Original Price: <u>\$59,370.00</u>	CHANGE IN TIMES: Original Times: Substantial Completion: <u>N/A</u> Final Completion: <u>N/A</u>
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> . <u>\$0</u>	Changes in time from previous Change Orders No. <u> </u> to No. <u> </u> . <u>N/A</u> Days
Price prior to this Change Order: <u>\$59,370.00</u>	Completion Date prior to this Change Order: Final Completion: <u>N/A</u>
Net Increase (decrease) of this Change Order: <u>\$15,191.00</u>	Changes in time requested this Change Order No. <u> </u> <u>N/A</u> Days
Price with all approved Change Orders: <u>\$74,561.00</u>	Times with all approved Change Orders: Final Completion: <u>N/A</u>

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the scope of work to be performed under the Purchase Order # 066856 entered into by and between the parties on March 28, 2012 per proposal dated January 30, 2012.
- II. REQUIRED CHANGES: To provide additional scope of work per letter dated August 7, 2014. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Additional scope of work and additional mapping area is requested by the City of Port Orange.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Color Utility Atlas & Composite Utility Mapping Update Purchase Order subject to a limit up to but not to exceed \$15,191.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

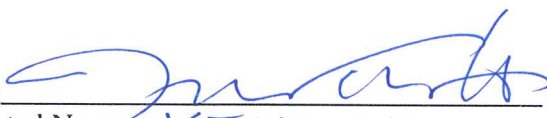
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

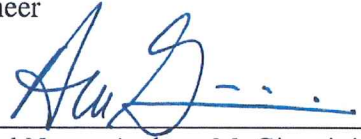
PUBLIC UTILITIES DEPT.
Department

By: 
Printed Name: KENNY HO
Title: CIVIL ENGINEER

Date Signed: OCT 23, 2014

ACCEPTED BY:

Quentin L. Hampton Associates, Inc.
Engineer

By: 
Printed Name: Andrew M. Giannini, P.E.
Title: Project Manager

Date Signed: 10-23-14

APPROVED BY:

City of Port Orange
(Owner)

Affirmed:

By: _____
Printed Name: _____
Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

August 7, 2014

Kenny Ho, P.E.
Civil Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**CITY OF PORT ORANGE
COLOR UTILITY ATLAS &
COMPOSITE UTILITY MAPPING UPDATE FOR 2012
AUGMENTATION OF PURCHASE ORDER FOR TASK COMPLETION**

Dear Mr. Ho,

In accordance with your request, we are pleased to offer our firm's proposal for the above referenced work effort.

The original project scope involved revising the Color Utility Atlas' (Stick maps) and the City Utility As-Built maps (Composite mapping) to accurately depict the current configuration of the City's potable water, sanitary sewer and reclaimed water systems.

A requested addition to the original scope consists of converting the City's AutoCAD As-Built drawings to a PDF format so they can be readily utilized by staff members who do not have access to CADD programs and/or the expertise required to operate CADD programs.

As you're aware, QLH provided updated utility composite maps for the City's 60% review. Due to attrition of personnel, delays in critical As-Built drawings being provided to the City by developers (for new construction that occurred after the beginning of the mapping task) and other unforeseen circumstances, the project was placed in abeyance by staff since delivery of the 60% product and the return of the City's review comments to us.

During this time the City has had several instances where our services were required to provide technical assistance to staff on other smaller scale, fast track, high priority mapping projects.

Based upon our recent meeting and agreed upon decrease in deliverables, we have revised our proposal as noted below, with previous quantities of the deliverables having been struck through but viewable for comparison:

Schedule

We estimate that this work will take three-months to complete, following the notice to proceed.

Revised Deliverables

Deliverables will consist of the following:

Color Utility Atlas

- ~~70~~ 35 color atlas volumes
- ~~Six~~ Zero full size (24" x 36") color sets
- ~~20~~ 1 Compact Disc

City Utility As-Built Maps

- ~~Ten~~ Three full size (24" x 36") color sets
- ~~Ten~~ One Compact Disc

Proposed lump-sum fees including deliverables for the above referenced tasks are as follows:

<i>Task</i>	<i>Description</i>	<i>Fee</i>
1	Complete Updating Color Utility Atlas Mapping	\$6,920.00
2	Complete Updating City Utility As Built Maps	\$11,780.00
3	Conversion of City's AutoCAD As-Built to PDF Format (New Task)	\$7,500.00
Total Amount To Complete Project		\$26,200.00

According to our records, the current purchase order has an available balance of \$11,009.00, thus requiring an additional **\$15,191.00** augmentation of the original purchase order to complete the tasks previously described.

Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



John Mischle
Production Manager



Andrew Giannini, P.E.
Project Manager

AG/JM/dim



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Wraparound Agreement with Ferguson Enterprises, Inc. for Purchasing Utility Supplies

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve an agreement for purchase of utility supplies in the amount of \$500,000 using the contract between Hillsborough County and Ferguson Enterprises, Inc. under Bid #ITB-P-0035-0-2014/CH, and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: To authorize purchase of materials required for Utility Department operations on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts. These are items that are stocked by the Warehouse.

Project	Funding Account No.:
No.: <u>ZMI044</u>	<u>40108005365531</u>
<u>MMR001</u>	<u>40308005335531</u>
	<u>40106005365218</u>
	<u>40105005365218</u>
	<u>40102005335218</u>
	<u>40104005365218</u>
	<u>40108245365218</u>
	<u>40108005365218</u>
	<u>40108005366731</u>

ATTACHMENTS:

1.	Piggyback Agreement signed by Ferguson	Piggyback Agreement Ferguson Hillsborough signed by vendor.pdf
----	--	--

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/13/2014
Approved - 10/13/2014
Approved - 10/16/2014
Approved - 10/22/2014
Final Approval - 10/23/2014



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, 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 **FERGUSON ENTERPRISES, INC.** ("Contractor"), a Virginia corporation whose principal address is 12500 Jefferson Avenue, Newport News, Virginia 23602 (collectively "the Parties").

WHEREAS, on the 19th day of March, 2014, Ferguson Enterprises, Inc. entered into a Contract with Hillsborough County, pursuant to Bid No. ITB-P-0035-0-2014/CH (the "Hillsborough County Agreement"); and

WHEREAS, the Hillsborough County Agreement provides for a term commencing on April 25, 2014 and continuing until April 30, 2016; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Hillsborough County Agreement for the purchase of materials and parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts by the City of Port Orange as set forth in the attached Exhibit "1"; and

WHEREAS, the Hillsborough County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

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

1. Premises. The foregoing Premises are true and correct and are incorporated herein by reference.
2. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 28, 2014 and continuing until April 30, 2016.
3. Contractor Obligation. Contractor agrees to sell materials, parts and supplies required to operate on a daily basis, such as brass fittings for meter installations; meter boxes to set meters; pipe and repair clamps for water main breaks; manhole rings and covers; and sewer repair parts to the City at the unit prices set forth in the Hillsborough County Agreement, and the attached Exhibit "2", except as otherwise modified herein. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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 Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
4. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for materials, parts, or

supplies. Authorization for performance of services by the Contractor under this Contract shall be in the form of written purchase order(s) issued and executed by the City.

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

5. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the Hillsborough County Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$500,000.00 during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

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

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and

adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

27. Additional Provisions

(a) As may have been outlined in Exhibit "1," Exhibit "2," and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the Hillsborough County Agreement to "County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Hillsborough County Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Public Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Ferguson Enterprises, Inc. Attention: Justin Montandon 12500 Jefferson Avenue Newport News, Virginia 23602 (407) 859-7473

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

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

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

[Remainder of this page intentionally left blank]

Witnesses:

FERGUSON ENTERPRISES, INC.

Susan Braithwaite
Printed Name: Susan Braithwaite

By: Justin Montandon
Printed Name: Justin Montandon
Title: Municipal Sales

Shaune Tucker
Printed Name: Shaune Tucker

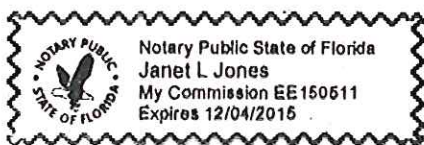
Date: 10/23/2014

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of Oct, 2014 by Justin Montandon, as Municipal Sales of Ferguson Enterprises, Inc., a Virginia corporation, and who:

[Notary: Please select one]

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



Janet L. Jones
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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 is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Change Order #1 to the Piggyback Agreement with Aarons Backflow Services, Inc., dated December 3, 2013.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve Change Order No. 1 to the City's existing Piggyback Agreement with Aarons Backflow Services, Inc. to extend the contract expiration date from September 30, 2014 to December 31, 2014; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On December 3, 2013, Council approved a Piggyback Agreement with Aarons Backflow Services, Inc. for the annual testing, inspecting and repair of more than 7,000 Backflow Prevention devices (BFP). Our Agreement expired on September 30, 2014. The City is required by DEP (FAC 62-555.360) to maintain a cross-connection program. The City of DeLand agreement does not expire until 12/31/14. This change order is required to meet the same terms and conditions set forth in the City of DeLand Bid No. 10-01. We currently have an open purchase order with funds encumbered and we do not need any additional funding. This will allow the vendor to continue to operate until a new contract can be obtained.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No 1 executed by PU Dir and Vendor	Change Order No 1 executed by PU Dir and Vendor.pdf
----	---	---

Wiggins, Julia
Wilson, Rick
Roberts, Margaret
Harden, David

Created/Initiated - 10/13/2014
Approved - 10/13/2014
Approved - 10/22/2014
Final Approval - 10/23/2014

CHANGE ORDER NO. 1
To the Piggyback Agreement date December 3, 2013
AARON'S BACKFLOW SERVICES, INC., Contractor

Project: Backflow testing, certification and repairs

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	
	\$130,000.00	Substantial Completion:	365 days
		Final Completion	365 days
Net changes from previous Change Order:		Changes in contract time from previous Change Orders:	
No. _:		No. _:	
	\$ 0		0 days
Contract Price prior to this Change Order:		Contract Completion Date prior to this Change Order:	
	\$ 0	Final Completion:	365 days
Net Increase (decrease) of this Change Order No. __:		Changes in contract time requested this Change Order No. 1 :	
	\$ 0		90 days
Contract Price with all approved Change Orders:		Contract Times with all approved Change Orders:	
	\$130,000.000	Final Completion:	455 days (December 31, 2014)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on December 3, 2013.
- II. **REQUIRED CHANGES:** To provide for backflow testing, certification and repairs as needed. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** The current piggyback agreement is set to expire on September 30, 2014. This change order is needed to extend the expiration date to December 31, 2014 to meet the same terms and conditions set forth by the City of DeLand contract.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$130,000.00. This change order does not require any additional funding. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

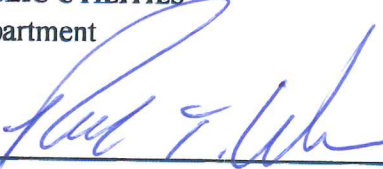
The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

PUBLIC UTILITIES

Department

By: 

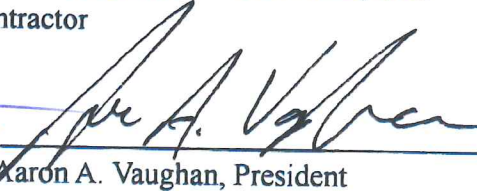
Rick Wilson, Interim Public Utilities Dir.

Date Signed: 10/22/14

ACCEPTED BY:

AARON'S BACKFLOW SERVICES, INC.

Contractor

By: 

Aaron A. Vaughan, President

Date Signed: 10/13/14

APPROVED BY:

CITY OF PORT ORANGE

(Owner)

Affirmed:

By: _____

Printed Name: _____

Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Wraparound Agreement with RJH Technical Services, Inc. for equipment inspection, service/parts, and purchase of variable speed motor controls.

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve an Agreement for equipment inspection, service/parts, and purchase of variable speed controls, using the contract between the City of St. Petersburg and RJH Technical Services, Inc. per Bid #IFB No. 6940, in an amount not to exceed \$150,000, requiring bonding for any installation work per City policy; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The City has a continuing need for service from RJH Technical Service, Inc. to supply equipment, materials, labor and services relating to general repair and maintenance at the City's Garnsey Water Plant and Wastewater Plant as set forth in periodic written quotes. Any purchase that involves installation of equipment is required to be bonded per the City's bonding requirements. RJH Technical Services, Inc. is Toshiba's only authorized regional vendor for installation, maintenance, and repair of Toshiba drive units and high service pump controls that ultimately control and maintain the operating pressures and the wet well levels in our plants.

RJH Technical Services, Inc. currently has a contract with the City of St. Petersburg that has been extended through May 31, 2015, which we can use to meet our needs.

Project No.: Funding Account No.: 40106005364610
MME003 40302005336497

ATTACHMENTS:

1.	RJH signed Piggyback Agreement	City of Port Orange Piggyback Agreement 2014 signed by vendor only.pdf
----	--------------------------------	--

Wiggins, Julia
Wilson, Rick
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/13/2014
Approved - 10/13/2014
Approved - 10/16/2014
Approved - 10/22/2014
Final Approval - 10/23/2014



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this ____ day of _____, 20__, 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 **RJH TECHNICAL SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 517 Gornto Lake Road, Brandon, Florida 33510 (collectively "the Parties").

WHEREAS, on the 4th day of June, 2010, RJH Technical Services, Inc. entered into a Blanket Purchase Agreement with The City of St. Petersburg, pursuant to City of St. Petersburg Blanket Purchase Agreement 160763 and City of St. Petersburg Bid IFB No. 6940 (the "City of St. Petersburg Agreement"); and

WHEREAS, the City of St. Petersburg Agreement provides for a term commencing on July 1, 2010 and continuing until May 31, 2013, with renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the City of St. Petersburg Agreement for equipment inspection, services/parts, and the purchase of variable speed controls purchased by the City of Port Orange, as set forth in the attached Exhibit "1."; and

WHEREAS, a copy of Bid IFB No. 6940 and the City of St. Petersburg Blanket Purchase Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

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

1. Premises. The foregoing Premises are true and correct and are incorporated herein by reference.
2. Initial Term. Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 28, 2014 and continuing until May 31, 2015.
3. Renewals. Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, the first renewal period commencing on June 1, 2015 and continuing until May 31, 2016, and the second renewal period commencing on June 1, 2016 and continuing until May 31, 2017.
4. Contractor Obligation. Contractor agrees to sell equipment inspection, services/parts, and the variable speed controls to the City at the unit prices set forth in the City of St. Petersburg Agreement, except as modified herein. Inspection services and variable speed motor controls shall be invoiced as shown on the attached Exhibit "4." Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. 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 Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

5. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2."

The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City during the life of this Contract. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

6. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in the City of St. Petersburg Agreement pursuant to periodic Task Authorizations and Purchase Orders issued by the City under this Contract in an amount subject to a limit up to but not to exceed \$150,000.00 during the initial term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Certificate for Filing in Public Records
- (c) Combination Payment and Performance Bond (F.S. §255.05)

8. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

11. Examination of Records

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such

contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

13. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and

endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

Insurance		Standards	Comments
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 Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$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	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

15. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

17. Modifications or Changes to this Contract

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

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

accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

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

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

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

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

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

22. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered

for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

23. Contract Administration. The Public Utilities Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

26. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

27. 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.

28. 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.**

29. Additional Provisions

(a) As may have been outlined in any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) For the purposes of this Contract, any reference in the City of St. Petersburg Agreement to "City of St. Petersburg" or "vendor" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the City of St. Petersburg Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

31. 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: Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: RJH Technical Services, Inc.
Attention: Dorothy L Hunderliter

517 Gornito Lake Road
Brandon, Florida 33510
(813) 655-7947

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.

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: Alfonso Lopez

Printed Name: Lana Raley

STATE OF Florida
COUNTY OF Hillsborough

RJH TECHNICAL SERVICES, INC.

By: [Signature]
Printed Name: Dorothy L. Hinderliter
Title: President

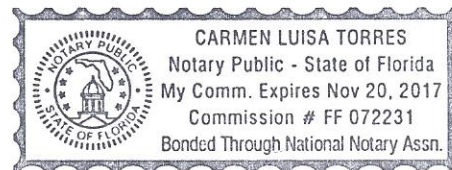
Date: 10-23-14

The foregoing instrument was acknowledged before me this 23 day of October, 2014 by Dorothy Lee Hinderliter, as President of RJH Technical Services, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

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



Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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 is personally known to me.

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

[CA ____]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Ratification of 2012 Service Orders & FY 2015 Expenditure Authorization for TW Telecom Holdings Inc.

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: To ratify the 2012 Service Orders for Voice and Internet Services from TW Telecom Holdings, Inc. and to authorize FY 2015 expenditures to TW Telecom in an amount not to exceed \$120,000 for city-wide voice and internet services.

SUMMARY: The City is currently under a 2003 Master Service Agreement with TW Telecom Holdings, Inc. Under that agreement, purchases of voice and internet services are authorized by separate service orders. In October 2012, two (2) service orders for voice and internet services through October 2016 were executed by former City Manager Kenneth W. Parker. It was recently discovered that the approved Service Orders were not approved by City Council in 2012. Since anticipated expenditure levels for 2015 exceed the City Manager's expenditure limit of \$25,000, approval is being sought from the City Council for the continuation of these service orders through October 2016.

Voice services provided by TW Telecom integrate into the City's voice-over-IP telephony system enabling local and long distance service. The City also utilizes TW Telecom to provide metro ethernet services for all locations not currently connected to the municipal fiber optic ring, which includes Fire Stations 72, 74 & 75, the Parks Maintenance Facility, and the Cypress Head Meter Reading Tower. Information Technology oversees the contract administration and covers the costs related to the voice and internet infrastructure. Individual Departments are charged for actual long distance telephone use.

Project No.: Funding Account No.: 501-0700-519.41-00

ATTACHMENTS:

1.	2003 Master Services Agreement	301986 TFL City of Port Orange-CPO 160394-Contract.pdf
2.	2012 Internet Service Order	2012 Internet Service Order.pdf
3.	2012 Voice Service Order	2012 Voice Service Order.pdf

Hicks, James
Steinebach, Donna

Created/Initiated - 10/10/2014
Approved - 10/12/2014

Riehm, Tracey
Roberts, Margaret
Harden, David

Approved - 10/16/2014
Approved - 10/23/2014
Final Approval - 10/23/2014

INTERNET SERVICE AGREEMENT

Contract Classification:		NEW
☐ TWTC Standard Terms and Conditions Attached	☒ TWTC Standard Terms and Conditions On File	Date: 6/11/03
☐ Master Service Agreement Attached	☐ Master Service Agreement On File	Date:

General Terms: Customer also agrees to TWTC's Standard Terms and Conditions or Master Services Agreement referred to above and incorporated by this reference, which shall only apply to the Internet Services purchased hereunder.

Usage: The Customer will not originate the transmission of or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's Acceptable Use Policy ("AUP"), which is located at <http://info.twtelecom.net/info.php?id=2>, as the same may be modified from time to time.

Customer Premises Equipment: In the event Customer purchases any equipment from TWTC, the charges for which are set forth below, TWTC will provide the initial configuration, installation, and testing to ensure the equipment functions properly. TWTC otherwise provides the equipment "AS IS" and disclaims all warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. Once the equipment is installed and working, Customer assumes full responsibility for the equipment, including maintenance, repair, configuration, and troubleshooting. Customer may apply for a warranty or purchase a maintenance agreement directly from Cisco Systems, <http://www.cisco.com/>. If Customer cancels or modifies an order to purchase customer premises equipment from TWTC prior to installation, restocking charges may apply.

Customer Information	
Customer Name: CITY OF PORT ORANGE	Account Number:
Service Address: 1395 DUNLAWTON AVE.	Billing Address: 1000 CITY CENTER CIRCLE
City, State, Zip: PORT ORANGE, FLORIDA 32129	City, State, Zip: PORT ORANGE, FLORIDA 32129
Procurement Contact: TOM FITZGERALD	Billing Contact: TOM FITZGERALD
Phone: 386-506-5544	Phone: 386-506-5544
Fax:	Fax:
Email: TFITZGERALD@PORT-ORANGE.ORG	Email: TFITZGERALD@PORT-ORANGE.ORG

Term: 36 Months

Customer approves and accepts this Internet Service Agreement ("Agreement") which fully incorporates the associated Time Warner Telecom Standard Terms and Conditions or Master Services Agreement attached or referred to in this order. Desired Installation Date is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Agreement has full and complete authority to bind Customer.

Customer has read and agrees with the IP policy at <http://info.twtelecom.net/info.php?id=26>, the Acceptable Use Policy at <http://info.twtelecom.net/info.php?id=2>, and the Completion of Service Policy at <http://info.twtelecom.net/info.php?id=3>

If Managed Security Services ("MSS") are included in this Agreement, Customer has read and agrees with the Managed Security Service Addendum attached hereto and incorporated herein by reference as Exhibit A.

Time Warner Telecom of Florida, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its managing general partner

Accepted by TWTC:

Service Order Accepted by Customer:

Customer Name: CITY OF PORT ORANGE

Signature:

Name:

Title:

Date:

Sales Person:

[Signature]
GABINO NIETO
VP/EM

2-23-06

JEFF YOUNGMAN

Signature:

Name:

Title:

Date:

[Signature]
Kenneth W. Parker

City Manager

1/25/06

Service Description		Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Internet Access (Bandwidth)						
Mbps	Offering					
1.544	T1	\$ 385.00	1	\$ 385.00		\$ 50.00
☐ Usage rate table for Burstable service attached						
Internet Transport (Local Loop)						
T1		\$ 65.00	1	\$ 65.00		\$ -
Select EIS Product Delivery: ☐ Collocation ☐ NLAN ☐ SNLAN						
Ethernet or Fast Ethernet Interface: ☐ 10 Mbps ☐ 100 Mbps ☐ 10/100 Mbps						
Gigabit Customer Fiber Interface: ☐ Multi-mode ☐ Single-mode						
Equipment Purchases						
Router						
CSU /DSU						
Miscellaneous						
ONNET T-1.....						
Other						
Primary DNS (11+) -						
Secondary DNS (51+)						
Managed Security Services						
Mbps	Offering					
	CLICK HERE FOR CHOICE					
MSS Product Delivery: ☐ Network-based ☐ CPE-based ☐ Both						
Shared Web Hosting						
Offering						
CLICK HERE FOR CHOICE						
TOTAL				\$ 450.00		\$ 50.00

Included Services for Internet Service:

- * Primary DNS (up to 10 domains)
- * Secondary DNS (up to 50 domains)
- * IP address space with proper justification
- * Customer premise router available through TWTC for an additional charge
- * 24 x 7 Internet trouble shooting of Internet Access and Transport (excludes router and CSU/DSU purchased through TWTC)
- * Full-service Usenet NNRP/NNTP access and/or feeds (on request)
- * Web-based bandwidth usage reports, inbound and outbound traffic (on request)#
- * Backup MX (mail exchange) record (on request)
- * For Burstable Internet Access#:
 - * Customer will be billed in advance for the base rate of the service and billed in arrears for prior month's bandwidth utilization.
 - * The price listed in the pricing section above for Burstable Internet Access services represents the base rate to the customer each month regardless of utilization. Additional utilization charges apply to this service based on the rate-table listed in the Notes section of this Agreement.
- * Customer agrees not to limit or hinder TWTC's access to the TWTC owned interface used for purposes of determining actual usage. If Customer does not allow, or in any way hinders such access, TWTC, at its sole option, may charge Customer and Customer agrees to pay the maximum amount of actual usage available, or TWTC may suspend or terminate services and take any and all action under law or at equity to collect outstanding charges.
- * Usage calculations will be based on the 95th percentile of sustained bandwidth utilization. This encompasses both ingress and egress traffic, which are evaluated as independent statistics and not based on an aggregate basis.

Note: # - Not available in all areas or on all products.

Included Services for Shared Web Hosting:

TWTC's Shared Web Hosting Service utilizes shared server platforms operating with either Linux or Microsoft operating systems. The servers are located in a safe, controlled environment where they are maintained by qualified engineering staff and monitored on a 24x7 basis.

TWTC is responsible for providing the following:

* **Service Availability Objective** -- TWTC's Hosting Solution (hereafter referred to as "TWTC'S") will be available to Customer an average of 99.50% of the time during any billing month. The average availability will be calculated based on availability during each 30-day billing period. Scheduled downtime for urgent maintenance of up to two (2) hours per monthly billing period shall not be counted as downtime for the purpose of the availability calculation in the event TWTC provides Customer with prior email or phone notice as soon as practicable of (and in no event less than twenty-four (24) hours before) the commencement of such scheduled downtime, and such scheduled downtime does not take place on weekdays between 0600hr and 2000hr EST. Non-urgent maintenance of up to three (3) hours per month shall not be counted as downtime for the purpose of the availability calculation provided that such non-urgent maintenance occurs M-F from 0000hr to 0500hr EST. From time to time, TWTC may submit to Customer requests to perform maintenance outside of the maintenance windows described above, and Customer agrees to accommodate such requests as soon as reasonably possible.

All other times during which the TWTC'S is not available shall be counted as downtime, including but not limited to, application not available. If TWTC reasonably determines that the TWTC'S was unavailable for two or more (but fewer than four) consecutive hours during any calendar month, except as otherwise provided above for maintenance, TWTC, upon Customer's request, will credit Customer's account an amount equal to 1/30th of the recurring charges associated with the affected TWTC'S. If TWTC reasonably determines that the TWTC'S was unavailable for four or more consecutive hours during any calendar month, except as otherwise provided above for maintenance, TWTC, upon Customer's request, will credit Customer's account an amount equal to 7/30th of the recurring charges associated with the affected TWTC'S. The credits described above are in lieu of any applicable outage credits specified in the Agreement for TWTC'S.

* **Hardware** -- TWTC has hardware available on site for replacement. All hardware has a 24-hour replacement guarantee. In most cases defective hardware shall be replaced in less than 12 hours.

* **Network** -- TWTC is constantly striving to improve the TWTC Network and performs continual audits, improvements and upgrades for hardware, software and bandwidth resources to provide the highest performance network available. TWTC will work with Customers to resolve problems that may occur as a result of unstable external network conditions.

* **Disaster Recovery** -- When a disruption occurs to TWTC'S, TWTC shall promptly begin efforts to restore the TWTC'S to properly process new incoming connections. After the TWTC'S is restored, users will typically have access only to new data until data backups from offline sources are complete. All data not immediately accessible after a disruption shall be restored from offline archives and made accessible within 14 hours of service disruption. In order to assure the readiness of TWTC operators to complete the offline restoration process, TWTC runs frequent drills to test, troubleshoot and improve restoration performance. In the unlikely event that the TWTC'S is affected, the following process and disaster recovery plan will be exercised:

* **Service Disruptions** -- Service disruptions shall be classified by degree of severity. TWTC has implemented three unique operational plans for disruptions to the TWTC'S.

1. Support Time Frames

a. Severity 1 Incident: TWTC's server, network, or material application is experiencing an outage with no work-around. TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 4 hours, and shall make continuous efforts on a 24/7 basis to resolve such outage.

b. Severity 2 Incident: TWTC's server, network, or material application is still up but performance is significantly degraded; however, a workaround exists; or the function that is unavailable is required for a secondary business process. TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 14 hours, and shall make continuous efforts, from 7 AM to 11 PM Eastern Standard Time, to resolve such problem.

c. Severity 3 Incident: Day-to-day business requests or problems that deal with single servers in a redundant environment (clustered servers or a server acting in concert to provide a client service, e.g., proxy services). TWTC shall respond to user-initiated support tickets from the Operation Support Desk within 74 hours, and shall make commercially reasonable efforts to answer such requests or resolve such problems.

* **Service Unavailability** -- If TWTC'S is temporarily unavailable due to server or network problems, all incoming connections shall be redirected to service unavailable pages until server operation is restored.

* **Loss of Data**: In the unlikely event that data becomes corrupted, data shall be recovered from offline, archived media within eight (8) hours after the TWTC'S is restored.

* **Disruption Recovery** -- TWTC technicians and automated monitoring systems shall continually assess availability and response times. Any disruption shall be immediately reported to system operators. TWTC's system operators, who are able to diagnose system failure modes and implement recovery plans, shall be available 24 hours per day, seven days per week. TWTC's system operators have 24/7 access to all relevant server locations.

The Customer is solely responsible for providing the following:

* Reading the Welcome Letter and appropriate guides prior to setting up the server.

* Supplying a personal computer that has Internet connectivity and uses a web browser that meets TWTC's minimum standards (as of 08/24/2004, Netscape Navigator version 4.7 or later, Microsoft Internet Explorer version 5.0 or later). These standards may change in the future. To manage the server from the user interface (UI), Customer must have Java and Java Script enabled.

* File Transfer Protocol (FTP) and a Graphical User Interface (GUI) version of an FTP program is preferred.

* Internet connection to remotely access and administer the server.

* Customer is responsible for uploading site/email/FTP information to the server.

* Customer is responsible for all third-party software they load to the server.

* Customer is responsible for administration and provisioning of email clients pointed at the email server.

Internet Information	TWTC	Customer	Other		
Primary DNS provided by?	☐ YES	☒ YES	☐ YES	Domain Name(s)?	
Secondary DNS provided by?	☐ YES	☒ YES	☐ YES	Domain Name(s)?	
Shared Web Hosting Domain Name(s)?					
Zone listings obtained?	☒ NO	☐ YES			
Number of IP's requested?	4 (If over 2 usable requested, must submit IP justification form located at http://info.twtelecom.net/ip.html)				
Customer Multihoming?	☒ NO	☐ YES	If YES, with who?		
Customer requesting BGP?	☒ NO	☐ YES	BGP request form required, see http://info.twtelecom.net/		
Customer an ISP?	☒ NO	☐ YES	If YES, describe in <i>Notes section</i>		
Usenet NNRP Newsread?	☒ NO	☐ YES			
Usenet NNTP Newsfeed?	☒ NO	☐ YES			
Bandwidth utilization reports?	☐ NO	☐ YES			
Note: Customer is responsible for any changes that need to be made with the Customer's DNS registrar.					
Hardware					
Router:	Mfg:	Model:			
CSU/DSU:	Mfg:	Model:			
Provided by	☐ TWTC	☒ Customer	☐ Integrator		
Configure TWTC provided hardware? *	☐ TWTC	☒ Customer	If TWTC, describe in <i>Notes section</i>		
Packet Filter	☒ NO	☐ Standard	(no inbound connections except DNS and SMTP)		
Firewall	☐ NO	☐ YES	Mfg / Model:		
* TWTC will only configure equipment purchased from TWTC.					
Notes:					

Customer Information and Contract Specifications

Customer Name: City of Port Orange

Service Order

This Service Order is entered into by tw telecom holdings inc. on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of Port Orange ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1000 City Center CIR, Port Orange, FL 32129-9619	NLAN - Enterprise Switched 20 Mbps	Renewal	48	1	\$269.00	\$0.00	\$269.00	\$0.00
	- Service Level = 24x7x4							
	Port 100 Mbps			1	\$276.00	\$0.00	\$276.00	\$0.00
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$545.00	\$0.00
1000 City Center CIR, Port Orange, FL 32129-9619	Internet Access - 40 Mbps	Renewal	48	1	\$1,037.00	\$0.00	\$1,037.00	\$0.00
	- Service Level = 24x7x4							
	- Primary DNS (up to 10)							
	- Secondary DNS (up to 50)							
	Internet Transport - Ethernet 100Mbps			1	\$276.00	\$0.00	\$276.00	\$0.00
	Subtotal						\$1,313.00	\$0.00
1701 Town West Boulevard CT, Port Orange, FL 32128-7402	NLAN - Enterprise Switched 3 Mbps	Renewal	48	1	\$64.00	\$0.00	\$64.00	\$0.00
	- Service Level = 24x7x4							
	NLAN Local Loop			2	\$129.00	\$0.00	\$258.00	\$0.00
	Port 100 Mbps			1	\$376.00	\$0.00	\$376.00	\$0.00
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$698.00	\$0.00
5839 Trailwood DR, Port Orange, FL 32127-6729	NLAN - Enterprise Switched 3 Mbps	Renewal	48	1	\$64.00	\$0.00	\$64.00	\$0.00
	- Service Level = 24x7x4							
	NLAN Local Loop			2	\$129.00	\$0.00	\$258.00	\$0.00
	Port 100 Mbps			1	\$376.00	\$0.00	\$376.00	\$0.00
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$698.00	\$0.00
6027 Central Park BLVD, Port Orange, FL 32127-9540	NLAN - Enterprise Switched 3 Mbps	Renewal	48	1	\$64.00	\$0.00	\$64.00	\$0.00
	- Service Level = 24x7x4							
	NLAN Local Loop			2	\$129.00	\$0.00	\$258.00	\$0.00
	Port 100 Mbps			1	\$376.00	\$0.00	\$376.00	\$0.00

	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$698.00	\$0.00
6272 S Williamson BLVD, Port Orange, FL 32128-6029	NLAN - Enterprise Switched 3 Mbps	New	48	1	\$64.00	\$0.00	\$64.00	\$0.00
	- Service Level = 24x7x4							
	NLAN Local Loop			2	\$129.00	\$0.00	\$258.00	\$0.00
	Port 100 Mbps			1	\$276.00	\$0.00	\$276.00	\$0.00
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$598.00	\$0.00
8701 Airport RD, Port Orange, FL 32128-7410	NLAN - Enterprise Switched 6 Mbps	Renewal	48	1	\$128.00	\$0.00	\$128.00	\$0.00
	- Service Level = 24x7x4							
	NLAN Local Loop			4	\$129.00	\$0.00	\$516.00	\$0.00
	Port 100 Mbps			1	\$376.00	\$0.00	\$376.00	\$0.00
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$1,020.00	\$0.00
	Totals						\$5,570.00	\$0.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

Internet

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policies at <http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/> and <http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/> and TWTC's Acceptable Use Policy ("AUP") at <http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/>, which may be modified from time to time.

Multiple site services (IP VPN, ILAN, NLAN, ENLAN, Converged, UNI, E-Line, E-Access, and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date. Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Switched NLAN Service

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporates data switching technology through the use of Ethernet switches in the TWTC Network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to individual Customer and their locations. The SNLAN service will accept and carry Customer's Tagged and Untagged Ethernet traffic from the Customer. If Customer requires TWTC Individual Tag Service, it agrees to utilize the Individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across TWTC's Network. Customer may identify and order these tags by completing the NLAN VLAN Tag Order Form.

Equipment Recovery

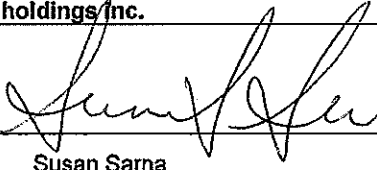
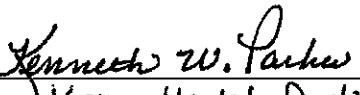
Upon termination of a Service for any reason, TWTC or its representative will contact Customer to schedule a mutually acceptable time and date for TWTC's retrieval of TWTC Equipment located on Customer's premises. Alternatively, TWTC may request that Customer package TWTC's Equipment and return it, at TWTC's cost, to a location identified by TWTC. If Customer does not provide TWTC with access to its premises to allow TWTC to recover the TWTC Equipment within thirty (30) days following TWTC's contact, or if Customer does not ship the TWTC Equipment back to TWTC within the thirty (30) days, then TWTC may charge Customer for the replacement cost of the TWTC Equipment.

Regulatory and Tax Jurisdiction of Data and Transport Services

The regulatory jurisdiction and the application of certain taxes and surcharges depends on whether the Services provided are interstate or intrastate. For purposes of the Services ordered herein:

- a) **For Carrier and Internet Service Provider Customers:** The Services will be treated as interstate unless otherwise demonstrated by Customer to TWTC's sole satisfaction. The application of Taxes, including without limitation Universal Service Fund surcharges, will be subject to Customer's timely submitted annual USF Exemption Certificate, if any.
- b) **For End User Customers:** Services that both originate and terminate at Customer locations within the same state will be treated as intrastate for regulatory purposes and the application of Taxes based on Customer's confirmation, evidenced by placing this Order, that such Services carry less than 10% interstate traffic. Customer must promptly advise TWTC in writing if Services that both originate and terminate at Customer locations within the same state are used for a greater proportion of interstate traffic.

Signature Block

tw telecom holdings inc.	Customer: City of Port Orange
Signature: 	Signature: 
Name: Susan Sarna	Name: Kenneth W. Parker
Title: General Manager	Title: City Manager
Date: 11/8/12	Date: October 4, 2012
Sales Person: Shawn Fedigan	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Standard Terms and Conditions

These Standard Terms and Conditions ("Agreement") are entered into by **tw telecom holdings Inc.**, a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively "TWTC") and City of Port Orange, a Florida Governmental Entity ("Customer") and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods ("Service Term"). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive 12 Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

2. Term of Standard Terms and Conditions: The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

3. Cancellation, Modification or Expedition of Orders: "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) **Cancellation.** Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) **Modification.** Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) **Expedite.** Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) **Third Party Charges.** In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order.

4. TWTC Network, Access and Interconnection:

(a) **Responsibilities.** TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point and Inside Wiring. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, co-ordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). Customer agrees to pay Time and Materials rates posted at www.twtelecom.com for any Inside Wiring performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide such Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: <https://billing.twtelecom.com/disputes/>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement ("SLA"). The SLAs provided by TWTC are set forth at <http://www.twtelecom.com/support-information/customer-resources/Product-Resources/>. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.

(b) Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC's Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC's Network; or (ii) on Customer's side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC's then prevailing Time and Materials rates posted at www.twtelecom.com.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party ("Indemnitee") from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service.

11. Limitation of Liability: Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to

Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Florida excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, *except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"*. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

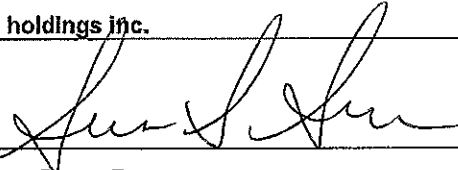
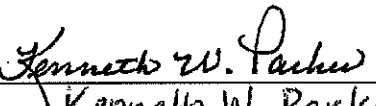
25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing

Information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

Signature Block

tw telecom holdings inc.	Customer: City of Port Orange
Signature: 	Signature: 
Name: Susan Sarna	Name: Kenneth W. Parker
Title: General Manager	Title: City Manager
Date: 11/8/12	Date: October 4, 2012
Sales Person: Shawn Fedigan	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Voice Service Order Form



Contract Classification
RENEWAL

☒ Master Services Agreement on File
☐ TWTC Standard Terms and Conditions on File

Date of Original on File:	08/23/03
Date of Original on File:	0/0/00

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and Parties ("Effective Date").
 City of Port Orange ("Customer"). It is effective upon execution by both

The voice services described herein are governed by TWTC's applicable tariff or price list on file with the state public utilities commission or similar regulatory body (or, in the states of Oregon, Kentucky, Washington, North Carolina, Ohio and Indiana, they are governed by TWTC's Standard Terms and Conditions or Master Services Agreement executed by Customer, and in Ohio by TWTC's service catalog posted at www.twtelecom.com).

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

Customer Name: City of Port Orange	
Service Address: 1000 City Center Circle	Billing Address: 1000 City Center Circle
Port Orange, FL 32127-4144	Port Orange, FL 32127-4144
Term: 48 Months	

Grand Total (Detailed Price Description Below)	Monthly Recurring Charges "MRC"	\$2,636.00	Non-Recurring Charges "NRC"	\$0.00
--	---------------------------------	------------	-----------------------------	--------

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

tw telecom holdings inc.
 Signature:
 Print Name: Susan Sarna
 Title: GM / VP
 Date: 11/8/12
 Sales Person: Shawn Fedigan

Customer: City of Port Orange
 Signature:
 Print Name: Kenneth W. Parker
 Title: City Manager
 Date: October 4, 2012

Special Provisions for Individual Telephone Number (ITN's): Excluding Services provided in Texas and Hawaii, each ITN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged a \$0.15 MRC and a \$0.35 NRC. ITN rates for Services provided in Hawaii and Texas are specified in TWTC's applicable tariffs.

VOICE SERVICES: ADDITIONAL DIRECTORY LISTINGS	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Additional Directory Listings	\$5.00	106	\$530.00	\$0.00	\$0.00

VOICE SERVICES: VOICE T1	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Voice T1 - 2Way (PRI)	Flat	4	\$1,500.00	\$0.00	\$0.00
<Select Service>	<Select Usage Type>				
<Select Service>	<Select Usage Type>				
<Select Service>	<Select Usage Type>				
Voice T1 Feature	Local Loop	4	\$129.00	\$0.00	\$0.00
Voice T1 Feature	Please describe				
Voice T1 Feature	Please describe				

VOICE SERVICES: INDIVIDUAL TELEPHONE NUMBERS (ITN's)	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Individual Telephone Number (ITN)					
ITN - 100 numbers or less (HI)	\$0.15	100	\$15.00		
ITN - greater than 100 (HI)	\$0.15	500	\$75.00		

VOICE SERVICES TOTAL			\$2,636.00		\$0.00
----------------------	--	--	------------	--	--------



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road

DEPARTMENT: Community Development

RECOMMENDED MOTION: To approve the special event request for Severt Brothers Tree Farm to be held at the vacant lot adjacent to Burger King subject to the eighteen (18) conditions in the attached staff report.

SUMMARY: Severt Brothers Tree Farm is requesting a special event permit for the sale of Christmas trees. The requested dates for the sale are November 15, 2014 through December 25, 2014 for a total of forty one (41) days. The event time will be from 9:00 a.m. until 11:00 p.m. daily. The sale is proposed for the parking lot area between Burger King and Dunkin Donuts. This is the first event requested for the Holub portion of the Dunlawton Square property for 2014.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	STAFF REPORT 10-28-14.docm
2.	Severt's Christmas Tree Lot Application	Severts Christmas Tree Lot Application.pdf

Bonin, Amanda
Clark, Wayne
Harden, David

Created/Initiated - 10/13/2014
Approved - 10/15/2014
Final Approval - 10/15/2014



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

9/29/14
A Bonin
14-3928

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: Spruce Creek High School
Event Site Address: 3813 Nova Road, Vacant Lot next to Burger King (See attached site plan)
Event Contact Person: Greg Severt - Severt Brothers Tree Farm
Email Address: gregsevert@gmail.com Phone: 904-910-1098
Description of Event: _____

Dates of Event: November 15, 2014 - December 26, 2014

Repeat Event: YES ☒ NO ☐

Number of Temporary Merchants: _____

Signs: YES ☒ NO ☐

Temporary Power: YES ☒ NO ☐

Tents: YES ☒ NO ☐

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

- ☐ **MINOR SPECIAL EVENTS** (Seven days or less)
\$100.00
- ☐ **MAJOR SPECIAL EVENTS** (Seven days or less)
\$300.00*
- ☒ **MAJOR SPECIAL EVENTS** (More than seven days)
\$500.00* (Per Amanda Bonin) (\$250.00)

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.



HOLUB
DEVELOPMENT

VIA HAND DELIVERY

September 17, 2014

Amanda Bonin
Planning Department
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127

RE: *Christmas Tree Lot - 3813 Nova Road*

Dear Amanda:

In support of our request for City Council approval of a Christmas tree lot to be located on the vacant lot adjacent to the south of Burger King at 3813 Nova Road, please find enclosed the following:

1. Special Event Permit Application
2. Site Plan depicting area of the Christmas Tree Lot
3. Application Fee in the amount of \$250 (per our conversation)
4. Proof of Ownership

In addition and in compliance with your application checklist, please consider the following:

- The lot shall be used for the sale of Christmas trees and wreaths
- The hours of operation shall be 9 a.m. to 11 p.m. daily
- The Christmas tree lot shall set up on November 15, 2014, open for business on November 26, 2014 and close on or before December 25, 2014.
- There shall be a tent erected to cover the trees from the weather
- Temporary electrical power will be secured from existing power on site
- There shall be one vendor selling the trees (Severt Brothers Tree Farm) with a \$1000 advanced donation being contributed to Spruce Creek High School.
- There shall be no need for City provided security.
- There shall be one (1) port-a-let provided on site.

Please review the enclosed site plan sketch which depicts the balance of your information requested.



Can you please set this item for consideration at the November 2014 City Council Agenda and contact me if you require any additional information.

With kind regards I remain.

Sincerely,

Paul F. Holub, Jr.
Dunlawton Nova Investors, LLC
On behalf of Spruce Creek High School
And Severt Brothers Tree Farm

c: Greg Severt

This Document Prepared By and Return to:
Jeffrey C. Sweet, Esquire
595 W. Granada Boulevard
Ormond Beach, Florida 32174

Parcel ID Number: 6309-00-06-0011

Warranty Deed

This Indenture, Made this 1st day of June, 2009 A.D., Between
Naa'im Karkabi

of the County of _____, State of California, grantor, and
Dunlawton Nova Investors, LLC, a Florida limited liability company

whose address is: Post Office Box 730086, Ormond Beach, FL 32173

of the County of Volusia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of VOLUSIA, State of Florida to wit:

*****See Exhibit "A" Attached For Complete Legal Description*****

Subject to taxes for the year 2009 and subsequent years.

Subject to covenants, conditions and restrictions of record, if any,
the mention of which shall not serve to reimpose the same.

THE PROPERTY CONVEYED HEREIN IS COMMERCIAL PROPERTY AND NOT THE
HOMESTEAD PROPERTY OF THE GRANTOR, NOR IS THE PROPERTY CONTIGUOUS TO
HIS HOMESTEAD PROPERTY.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Naa'im Karkabi Naa'im Karkabi (Seal)

Witness P.O. Address: Post Office Box 308, San Anselmo, CA 94979

Printed Name: Triggen Wagner
Witness

STATE OF California
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by
Naa'im Karkabi, who acknowledged before me that he executed the same.
He () is personally known to me or () he has produced his
_____ as identification and who did take
an oath

Printed Name: _____
Notary Public
My Commission Expires: _____

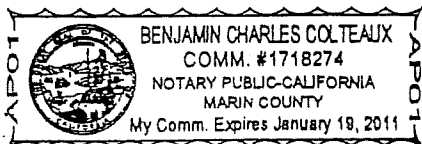
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

On May 29, 2009 before me, BENJAMIN CHARLES COLTEAUX, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared NAAIM KARKABI
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: WARRANTY DEED

Document Date: 5/29/2009 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

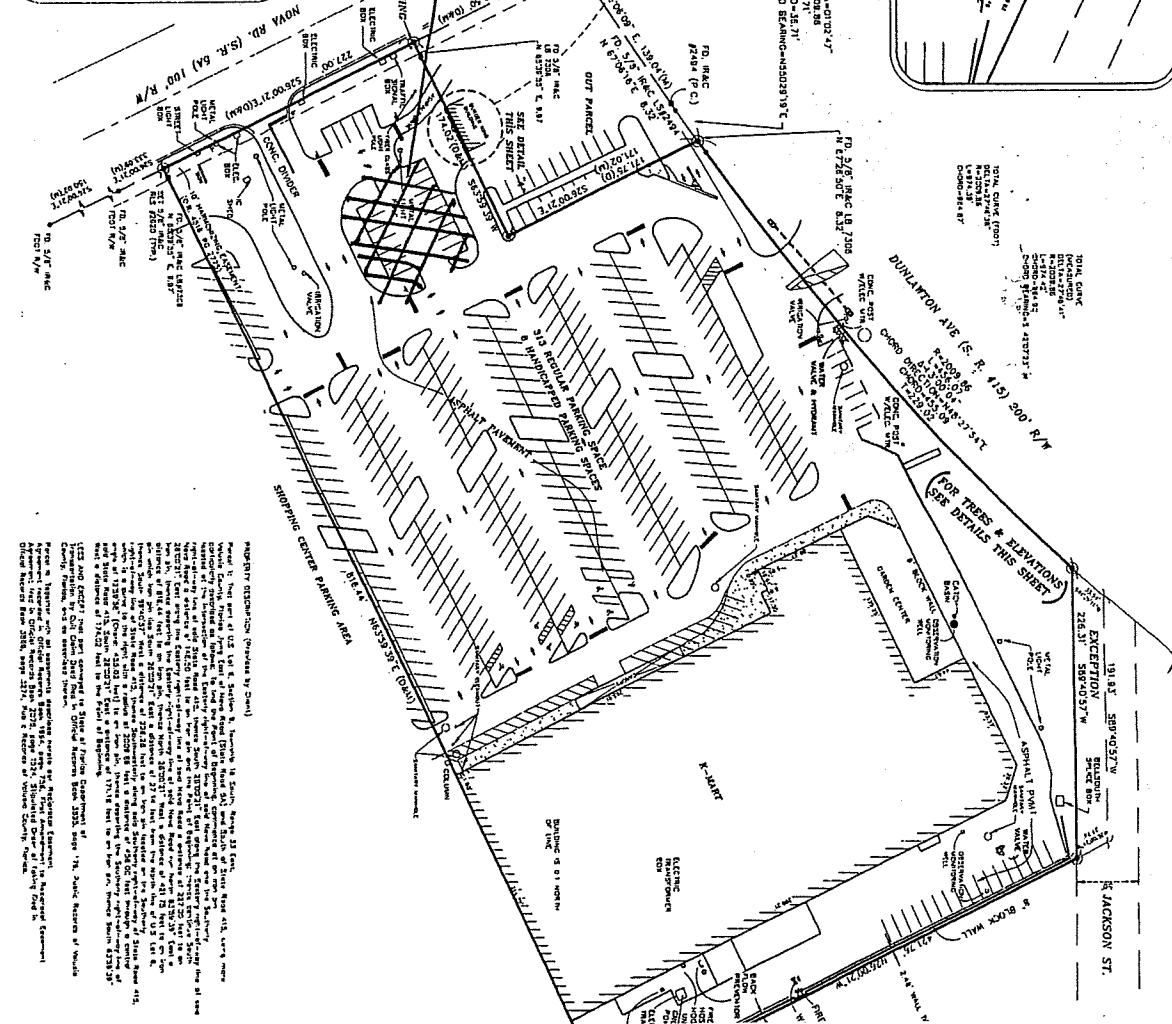
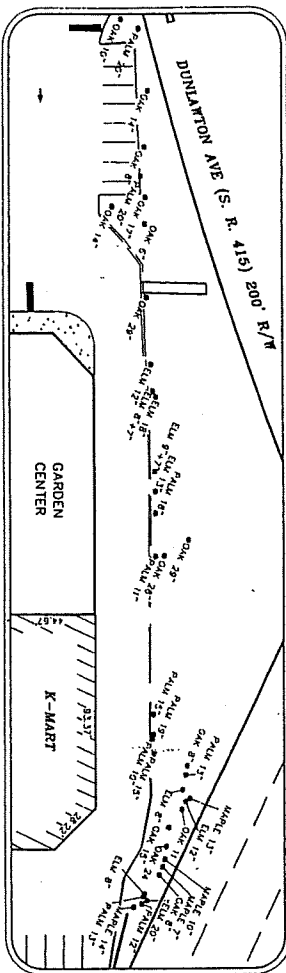
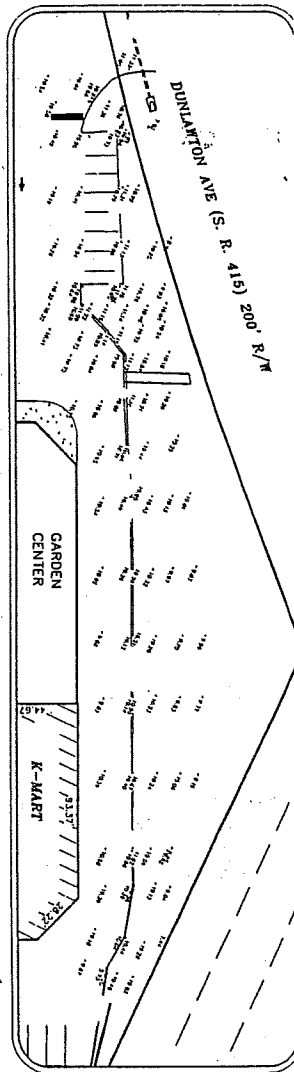
PARCEL I:

That part of U.S. Lot 6, Section 9, Township 16 South, Range 33 East, Volusia County, Florida, lying East of Nova Road (State Road 5A) and South of State Road 415; being more particularly described as follows: To find the Point of Beginning, commence at an iron pin located at the intersection of the Easterly right-of-way line of said Nova Road and the Southerly right-of-way line of said State Road 415, thence South $26^{\circ} 00' 21''$ East along the Easterly right-of-way line of said Nova Road a distance of 146.50 feet to an iron pin and the Point of Beginning; thence continue South $26^{\circ} 00' 21''$ East along the Easterly right-of-way line of said Nova Road a distance of 227.00 feet to an iron pin; thence departing the Easterly right-of-way line of said Nova Road run North $63^{\circ} 59' 39''$ East a distance of 816.44 feet to an iron pin, thence North $26^{\circ} 00' 21''$ West a distance of 421.75 feet to an iron pin which iron pin lies South $26^{\circ} 00' 21''$ East a distance of 27.14 feet from the North line of U.S. Lot 6, thence South $89^{\circ} 40' 57''$ West a distance of 226.28 feet to an iron pin located on the Southerly right-of-way line of State Road 415, thence Southwesterly along said Southerly right-of-way of State Road 415, which is a curve to the right with a radius of 2009.86 feet a distance of 456.00 feet through a central angle of $12^{\circ} 59' 58''$ (Cord: 455.02 feet) to an iron pin, thence departing the Southerly right-of-way line of said State Road 415, South $26^{\circ} 00' 21''$ East a distance of 171.18 feet to an iron pin, thence South $63^{\circ} 59' 39''$ West a distance of 174.02 feet to the Point of Beginning.

LESS AND EXCEPT that part conveyed to State of Florida Department of Transportation by QuitClaim Deed filed in Official Records Book 3895, page 179, Public Records of Volusia County, Florida, and as described therein.

PARCEL II:

Together with all easements described hereto per Reciprocal Easement Agreement recorded in Official Records Book 1994, page 756, First Amendment to Reciprocal Easement Agreement filed in Official Records Book 2076, page 1524, Stipulated Order of Taking filed in Official Records Book 3866, page 3274, Public Records of Volusia County, Florida.

[illegible]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT:

Golf Course Designer Selection

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: To approve selecting Dasher Golf Design as a sole source to design the proposed renovations to the Cypress Head Golf Course.

SUMMARY: Dasher Golf Design was the original golf course architect for the Cypress Head Golf Course. Staff recommends approving Dasher Golf as a sole source designer for the proposed course renovations in order to keep the renovations as true to the original design as possible. However, the Parks and Recreation Advisory Board recommended that a designer be selected through and RFP process.

Mike Dasher has provided a quote to provide these services and has the expertise and history to keep the integrity of the original Donald Ross Design.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Dasher Sole Source Justification	Sole Source Justification.pdf
----	----------------------------------	-------------------------------

Ferreira, Peter
Ferreira, Peter
Harden, David

Created/Initiated - 10/16/2014
Approved - 10/16/2014
Final Approval - 10/20/2014

DATE: 9/22/14

SOLE SOURCE JUSTIFICATION

*(Waiver of Competitive Quotes / Bids)*VENDOR: Dasher Golf Design.COMMODITY: Golf Course designEstimated annual expenditure for the above commodity or service: \$ \$17,500.00

FY15

Check the entry below that applies to the proposed purchase. Attach a memorandum containing complete justification and support documentation.

SOLE SOURCE JUSTIFICATION

- 1) ☐ Parts /equipment can only be obtained from original manufacturer. Not Available through regional distributors. *(Attach the manufacturer's written certification that no regional distributors exist)*
- 2) ☐ Only State of Florida area distributor of the original manufacturer. *(Attach the manufacturer's (not distributor's) written certification that identifies all regional distributors)*
- 3) ☐ Proprietary items / service. *(Explain in a separate memorandum).*
- 4) ☐ Parts /equipment are not interchangeable with similar parts of another manufacturer *(Explain in a separate memorandum).*
- 5) ☐ This is the only known item / source that will meet the specialized needs of this department or perform the intended function *(Explain in a separate memorandum).*
- 6) ☐ Parts /equipment are required from this vendor to provide standardization. *(Explain in a separate memorandum).*
- 7) ☒ None of the above apply. *(Explain in a separate memorandum).*

COMMENTS / EXPLANATION: *(See attached required memorandum for justification)*

DEPARTMENT APPROVAL

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head approval (up to \$2,000) *[Signature]* Date: 9/22/14IT approval (*Software or hardware purchases only*) _____ Date: _____

PURCHASING APPROVAL

Sole source requests shall be posted on Quote Wire for 7 calendar days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the sole source shall be deemed a valid request. Purchasing approval required prior to submitting for City Manager approval.

Posted by purchasing on Quote Wire on: 9/29/14 Complaints/protest received (Yes/No) No - 10/10/14Verified by Purchasing: *[Signature]* Date: 9-29-2014 # 1115-05

CITY MANAGER APPROVAL

City Manager approval (over \$2,000) _____ Date: _____

MEMORANDUM

To: David Harden, City Manager

From: Susan L. Lovallo, Parks & Recreation Director

Date: September 22, 2014

Subj.: Golf course sole source



The Golf Course at Cypress Head will be renovated beginning in May 2015. As Project manager of the course renovations I have been tasked with putting the greens, tee boxes and bunkers back to their original design. Dasher Golf design was the original designer of the course and worked very closely with Donald Ross to design Cypress Head. The reason for the sole source is to keep the renovations as true to the original design as possible. Mike Dasher has provided a quote to provide these services and has the expertise and history to keep the integrity of the Donald Ross design.



27 August 2014

Ms. Susan Lovallo
Director, Parks & Recreation
City of Port Orange

Dear Ms. Lovallo:

We hereby offer our professional services as Golf Course Architects for the proposed renovations to The Golf Club @ Cypress Head for the City of Port Orange, hereinafter referred to as the CITY.

In the planning and development of this project, Dasher Golf Design Inc., hereinafter referred to as GOLF COURSE ARCHITECT, will perform professional services as follows:

1. **SCOPE DEVELOPMENT:**

- A. Consultation with respect to overall goals of the renovation including but not necessarily limited to:
 - 1. Green sizes relative to original size current size and desired size
 - 2. Bunkers relative to original shapes and sizes, maintainability and method of construction (liners vs. no liners, drainage inspection vs replacement)
 - 3. Tees relative to size, minimum width, location, percentage of slope and grass types.
 - 4. Rational, economical, and efficient disposal of spoils from greens and bunker soil removal with goal to utilize material to further accent original design intent without increasing maintenance costs. A plan depicting the location of the spoil disposal sites, along with a keyed description will be prepared.
- B. Development of a defined scope of works.
 - 1. Specifications
 - 2. Schedule
 - 3. Methods
 - 4. Access
 - 5. Quality control

2. **CONTRACTOR QUALIFICATION:**

- A. Consult with KemperSports and the CITY's representatives to develop required qualifications for the contractors to bid and perform the work. Minimum qualifications may include but not be limited to the following:
 - 1. State and local Licensing and Registration
 - 2. Golf Course Builders Association of America Member in good standing.
 - 3. Completion of a minimum number of similar renovations successfully for other municipalities in Florida.
 - 4. Successful completion of a minimum number of similar renovations in Florida.
 - 5. Bonding capability

2. **CONTRACTOR QUALIFICATION (CONT.):**

- B. Consult with regards to the development of suitable Evaluation Criteria to include but not be limited to:
1. Experience and past performance
 2. Pricing
 3. Contractor resources
 4. Presentation

3. **BIDDING AWARDING AND CONSTRUCTION:**

- A. Plans and specifications will be let for bids in accordance with the procedures of the CITY. At the CITY's option, the GOLF COURSE ARCHITECT will develop these procedures.
- B. The GOLF COURSE ARCHITECT will attend the bid opening, tabulate bids received, make an analysis of the construction proposal and recommend the contract award in conjunction with KemperSports and the appropriate CITY staff.
- C. During the construction period, the GOLF COURSE ARCHITECT will make as many visits to the site as agreed upon with the CITY to insure that the design intent is accomplished in the most economical and expeditious manner.
- D. The GOLF COURSE ARCHITECT will review the contractor's application for payment and provide an opinion to the CITY whether or not the work billed for has been completed.

THE FEES FOR THESE SERVICES SHALL BE AS FOLLOWS:

1. **SCOPE DEVELOPMENT:**

For the services as described under Item 1, Seventy-five hundred dollars (\$7,500.00) to be paid as these services are rendered. Two meetings in Port Orange are included in this fee.

2. **CONTRACTOR PREQUALIFICATION:**

For the services as described under Item 2, Twenty-five hundred dollars (\$2,500.00) to be paid as these services are rendered. Two meetings are included in this fee.

3. **BIDDING AWARDING AND CONSTRUCTION::**

For the services as described under Item 3, Seventy-five hundred dollars (\$7,500.00) to be paid as these services are rendered. Four site visits are included in this fee.

The GOLF COURSE ARCHITECT has no responsibility for the supervision of construction or maintenance, for the growth of grass or for water conditions on the golf course. Furthermore, we do not warrant materials or contractor's workmanship.

PROMOTION:

During the course of planning and construction of the golf course, the GOLF COURSE ARCHITECT will be available for various promotional activities that may assist the CITY in publicizing the golf course renovation. Copies of articles, media releases, etc. will be provided. Fees for special trips for this phase will be charged on a per diem basis. The CITY shall have the continued right to use of GOLF COURSE ARCHITECT'S name for the purpose of promoting the

golf course renovation. The right to use said name shall survive the expiration of any agreement between the parties, their successors and or their assigns.

VISIT AND OFFICE EXPENSES:

The CITY will reimburse The GOLF COURSE ARCHITECT for travel expenses in connection with out-of-town travel on a 1:1 basis. Reimbursable office expenses include reproductions, postage and handling of drawings, specifications, and other documents, excluding reproductions for the office use of the GOLF COURSE ARCHITECT.

PER HOUR AND PER DIEM FEE SCHEDULE:

In the event that further regular assistance is deemed appropriate after the course has opened for play, we will be pleased to provide such assistance at a per diem rate of \$125/hour or \$1,500/day. Travel expense for additional visits above the number specified will be billed on a 1:1 basis. A one percent (1%) per month interest charge will be added to any invoice that is thirty days past due.

OWNER'S RESPONSIBILITY:

It is assumed that the CITY will provide a CAD file for the use of the GOLF COURSE ARCHITECT in the preparation of the spoils plan.

The CITY will provide the GOLF COURSE ARCHITECT with construction budget figures as an aid in setting practical limits on the design.

The CITY will designate a representative to whom the GOLF COURSE ARCHITECT is responsible and from whom all direction and approvals are received.

The CITY will make available any information he has as to utilities within the course boundaries.

The CITY will have final approval of all plans prior to implementation.

TERMINATION, SUCCESSORS AND ASSIGNMENTS OF CONTRACT, GOLF COURSE ARCHITECT'S RECORDS:

1. Termination may be accomplished by either party at any time by written notice, and shall be effective upon payment in full for all services performed to the date of receipt of such notice. Payment shall be due upon proper documentation and shall not exceed that amount due for the particular phase in progress.
2. In the event that this project is delayed for more than three (3) months or terminated by the CITY prior to completion, the GOLF COURSE ARCHITECT will be compensated on an hourly rate basis for all services completed prior to the date of receipt of notice of suspension or termination. Resumption of work shall require a review of contract terms including scope of services and fees.
3. Neither the CITY nor the GOLF COURSE ARCHITECT shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.
4. The GOLF COURSE ARCHITECT shall maintain design calculations and research notes in a legible form available to the CITY.

ARBITRATION:

All Disputes arising out of this Agreement or obligations of the parties hereunder will be finally settled by binding arbitration before a sole arbitrator nominated or appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). Arbitration proceedings will be conducted in Orange County, Florida. The AAA Rules will govern the conduct of all such proceedings, the submission of evidence, and the procedures to be used in any evidentiary hearings conducted by the arbitrator.

INSURANCE:

The GOLF COURSE ARCHITECT shall carry insurance to protect him from claims for damages because of bodily injury including death to this employees and the public, and from claims for property damage. The OWNER shall be provided a certificate evidencing such insurance with not less than ten (10) days notice of cancellation.

In order to fairly distribute risk, the CITY agrees, to the fullest extent permitted by law, to limit the liability of the GOLF COURSE ARCHITECT and his subconsultants to the client and all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the GOLF COURSE ARCHITECT and his sub consultants to all those named shall not exceed the GOLF COURSE ARCHITECTS total fee for services rendered. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Please indicate your agreement to the terms and conditions of this letter by signing in the space provided below.

Sincerely,

Dasher Golf Design, Inc.

BY

Mike Dasher

ITS:

President

AGREED TO AND ACCEPTED BY:

BY: _____

ITS: _____

Please return an executed copy of this agreement to:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Extend Two Contracts for Construction of Concrete Sidewalks and Curbs with Sparks Concrete

DEPARTMENT: Public Works

RECOMMENDED MOTION: To approve the third and final one year extension of two contracts with Sparks Concrete for Construction of Sidewalks and curbs, to new termination dates of October 11, 2015 and November 2, 2015.

SUMMARY: In 2011, Council approved two Standard Contracts for Services for Construction of Concrete Sidewalks and Curbs with Sparks Concrete. Contract terms were for one year with up to three (3) one year extensions. Staff recommends approval to of the third and final extension of these two Contracts for Services as budgeted below:

Public Works Dept., Project #OMI007, 301-4300-541-5363, \$100,000.00

Public Utilities, 401-0800-536-5300, \$25,000.00

Public Utilities, Project #SLS002, 403-0400-535-6397, \$25,000.00

Parks & Recreation, 001-4400-572-3414, \$8,000.00

Project No.: OMI007 Funding Account No.: 30143005415363

40108005365300

SLS002

40304005356397

00144005723414

ATTACHMENTS:

1.	Sparks Concrete, LLC - Extension of Standard Contract	Sparks Concrete, LLC - Extension of Standard Contract.pdf
----	---	---

Cockcroft, Kynah
Silvey, Mike
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 10/16/2014
Approved - 10/16/2014
Approved - 10/16/2014
Approved - 10/23/2014
Final Approval - 10/23/2014

EXTENSION OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SPARKS CONCRETE, LLC.**, a Florida limited liability corporation whose principal address is 4 Holly Fern Chase, Ormond Beach, Florida 32174 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into two Standard Contracts for Services (the "Contracts"); and

WHEREAS, the term of the Contracts expires on October 11, 2014 and November 2, 2014; and

WHEREAS, the Contract provides for up to three (3) optional one-year extensions upon mutual written agreement of the Parties on the same terms and conditions as the Contract; and

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year term, as set forth in this Extension; and

WHEREAS, the City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

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

1. The term of the Contract is hereby extended for one (1) year, commencing October 12, 2014 and expiring at midnight on October 11, 2015, and commencing November 3, 2014 and expiring at midnight on November 2, 2015.
2. All other terms and conditions of Contract shall remain in full force and effect.
3. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

SPARKS CONCRETE, LLC

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Sparks Concrete, LLC. a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 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 is personally known to me.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: Yes

SUBJECT: Resolution No. 14-62 - Joint Project Agreement with County of Volusia for South Atlantic Avenue Sidewalk / Roadway / and Water System Improvements in Wilbur-by-the Sea

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: To approve Resolution No. 14-62 pertaining to a Joint Project Agreement (JPA) between the City of Port Orange and the County of Volusia for construction of utilities in conjunction with South Atlantic Avenue Improvements, and to authorize the Mayor and City Clerk to execute the associated agreement.

SUMMARY:

The County of Volusia has been working with City staff and our engineering consultants over the past year to prepare joint design plans to modify the roadway, construct new drainage systems and sidewalks, and install relocated and upsized potable waterlines from Marcelle Avenue south to Toronita Avenue within the Wilbur by the Sea area of Volusia County, Florida. This project is being constructed to improve the safety of pedestrians and drainage throughout the area. The County's roadway plans consist of constructing this roadway with a storm water collection system. A tentative bid schedule is currently being prepared by Volusia County. Construction completion is anticipated during the first half of calendar year 2015.

In order to make use of this opportunity for utilities to be installed simultaneously with the roadway construction under one contract we will need to finalize detailed design plans and obtain all of the necessary permits for relocation of existing waterlines along this roadway corridor. The work proposed includes the construction of a new relocated 8" potable water main along the entire route along with the replacement of all connecting water services in order to avoid the proposed storm water pipe systems. Under this scenario the costs of utility installation shall be reduced by being included as part of the roadway work. The County sharing of the mobilization costs, and also the MOT (Mobilization of Traffic Costs), is beneficial.

This Joint Project Agreement (JPA) between the County and the City will enable the utility mains and other incidental utility adjustments to be included in the County's bid documents and installed by the County's contractor. It should be noted that the City will be required to issue a check directly to the County of Volusia once the bids are opened to cover our related costs to the project and prior to the County's award of the contract to the lowest qualified bidder. The County will also serve as a project administrator, including securing the various bonds and insurance requirements, assisting in overseeing construction, and other administrative functions. The JPA Agreement is

attached for your review and consideration for approval at this time.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Resolution No. 14-62	Resol 14-62.pdf
2.	JPA	Port Orange-Joint Project Agreement-South Atlantic Avenue.pdf

Wiggins, Julia
Wilson, Rick

Created/Initiated - 10/22/2014
Final Approval - 10/22/2014

RESOLUTION NO. 14-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE JOINT PROJECT AGREEMENT ("JPA") BETWEEN THE CITY OF PORT ORANGE AND THE COUNTY OF VOLUSIA FOR SOUTH ATLANTIC AVENUE SIDEWALK, ROADWAY, AND WATER SYSTEM IMPROVEMENTS IN WILBUR-BY-THE-SEA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an JPA authorizing the City of Port Orange to enter into an agreement with the County of Volusia for the South Atlantic Avenue Sidewalk / Roadway / and Water System Improvements in Wilbur-by-the Sea;

WHEREAS, the County of Volusia has been working with city staff and our engineering consultants over the past year to prepare joint design plans to modify the roadway, construct new drainage systems and sidewalks, and install relocated and upsized potable waterlines.

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

Section 1. The City Council for the City of Port Orange hereby approves the Joint Project Agreement ("JPA") with the County of Volusia for the South Atlantic Avenue Sidewalk / Roadway / and Water System Improvements in Wilbur-by-the Sea.

Section 2. The Mayor and City Clerk are hereby authorized to execute said JPA on behalf of the City of Port Orange.

(RESO. NO. 14-62)

Section 3. This resolution shall become effective immediately upon adoption.

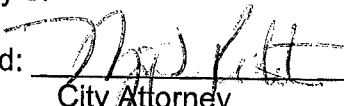
MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____


City Attorney

**JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY
OF PORT ORANGE FOR UTILITY LINE ADJUSTMENT AND SIDEWALK
CONSTRUCTION ON SOUTH ATLANTIC AVENUE IN WILBUR-BY-THE-SEA**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the County of Volusia (COUNTY), a political subdivision of the State of Florida, and the City of Port Orange (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's potable water lines to avoid conflicts within the COUNTY's construction work on South Atlantic Avenue in Wilbur-by-the-Sea. Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of South Atlantic Avenue in Wilbur-by-the-Sea, designated by the COUNTY as Project #4992 (COUNTY'S SIDEWALK WORK); and

WHEREAS, the COUNTY prepared design drawings and specifications for installation of approximately one mile of new sidewalk and associated underground stormwater facilities for the COUNTY'S SIDEWALK WORK; and

WHEREAS, the CITY is willing to make adjustments to the CITY's existing potable water lines (CITY'S UTILITY WORK) within the COUNTY'S right-of-way to avoid conflicts with the COUNTY'S SIDEWALK WORK; and

WHEREAS, the CITY will prepare, at its expense, design drawings for the CITY'S UTILITY WORK, and will furnish the COUNTY with a complete set of design drawings covering all construction requirements of the CITY'S UTILITY WORK; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public to enter into this AGREEMENT providing for construction of the CITY'S UTILITY WORK during and coincident with the COUNTY'S SIDEWALK WORK; and

WHEREAS, the CITY, by this AGREEMENT, agrees to assume all costs incurred for the CITY'S UTILITY WORK; and

WHEREAS, the COUNTY, by this AGREEMENT, agrees to assume all costs incurred for the COUNTY'S SIDEWALK WORK.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. MUTUAL COOPERATION

The COUNTY and CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

B. CITY RESPONSIBILITIES

1. BID DOCUMENTS

At its sole cost and expense, the CITY shall prepare all necessary plans and documents relating to the CITY'S UTILITY WORK for inclusion of the CITY'S UTILITY WORK in the bid documents for the COUNTY'S SIDEWALK WORK. The CITY shall provide to the COUNTY all final and complete plans and documents relating to the CITY'S UTILITY WORK for inclusion in the COUNTY'S bid documents.

Each Party shall be responsible for the accuracy and completeness of its own plans and documents.

2. PLAN COORDINATION

The CITY agrees to coordinate its plans for the CITY'S UTILITY WORK with the COUNTY'S SIDEWALK WORK plans to avoid conflict or construction delays. The CITY shall work proactively with the COUNTY to eliminate any conflicts that may exist between the CITY'S UTILITY WORK and the COUNTY'S SIDEWALK WORK. The basis of survey and other survey information for the CITY'S UTILITY WORK shall be consistent with the COUNTY'S SIDEWALK WORK plans.

3. CONFLICTS

The Parties expressly agree that the COUNTY'S SIDEWALK WORK shall take priority over the CITY'S UTILITY WORK. The CITY'S UTILITY WORK shall be designed, located or relocated to avoid conflict between the CITY'S UTILITY WORK and the COUNTY'S SIDEWALK WORK. Any conflicts between the existing or proposed facilities in the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK shall be adjusted or relocated to adequately accommodate the COUNTY'S SIDEWALK WORK at the CITY'S sole expense.

4. CITY REPRESENTATIVES

At its own expense, the CITY shall provide a knowledgeable representative to respond to any CITY'S UTILITY WORK related questions during the advertisement and bidding of the COUNTY'S SIDEWALK WORK. The CITY shall also provide a knowledgeable representative to attend any project meetings prior to and during the performance of the CITY'S UTILITY WORK.

At its own expense, the CITY shall provide for the review and approval of shop drawings and any other submittals relating to the CITY'S UTILITY WORK during the construction of the COUNTY'S SIDEWALK WORK. The review and approval of any shop drawings and submittals shall be performed in a timely manner and shall not delay the COUNTY'S SIDEWALK WORK.

At its own expense, the CITY shall provide one on-site technician to observe the construction and assist in the coordination of testing of the CITY'S UTILITY WORK. At its own expense, the CITY shall provide for all testing required for the CITY'S UTILITY WORK, including, but not limited to, soil density and compaction testing. Field survey control, if required by the CITY for the CITY'S UTILITY WORK, shall be furnished by the COUNTY.

During construction, the CITY'S on-site technician shall furnish the County Engineer or designee with daily progress reports or diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction shall be immediately reported to the County Engineer or designee, and the COUNTY shall maintain all necessary controls relative to the quality of construction. The CITY's on-site technician may communicate directly with the contractor's field representatives and shall include the County Engineer or designee in all communications.

C. COUNTY RESPONSIBILITIES

1. SIDEWALK WORK PLANS

The COUNTY shall provide to the CITY one paper copy and one electronic copy of the COUNTY'S SIDEWALK WORK plans. The electronic version of the COUNTY'S SIDEWALK WORK plans shall be in AutoCADD format. If necessary, the CITY shall be responsible for the conversion of the COUNTY'S SIDEWALK WORK plans to any other format at its own expense.

2. PLAN COORDINATION

The COUNTY agrees to coordinate its plans for the COUNTY'S SIDEWALK WORK with the CITY'S UTILITY WORK plans to avoid conflict or construction delays. The COUNTY shall work proactively with the CITY to eliminate any conflicts that may exist between the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK. The

basis of survey and other survey information for the COUNTY'S SIDEWALK WORK shall be consistent with the CITY'S UTILITY WORK plans.

D. PROJECT PROCESS

1. BID DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary bid documents for the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK. The plans, specifications and bid documents for the CITY'S UTILITY WORK shall be included in the COUNTY'S SIDEWALK WORK bid package and separately labeled as "CITY'S UTILITY WORK" for clarification.

2. NOTIFICATION & AWARD

After the COUNTY receives, opens, and evaluates the combined COUNTY'S SIDEWALK WORK and CITY'S UTILITY WORK bids, the COUNTY will notify the CITY, in writing, of the COUNTY'S intent to award the contract. The CITY shall notify the COUNTY of its acceptance of the COUNTY'S selection, in writing, within ten (10) days of receipt of notice, including the CITY'S intent to exercise any options permitted by this paragraph. The notice to the CITY by the COUNTY shall include the amount of the CITY'S UTILITY WORK listed separately. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the combined COUNTY'S SIDEWALK WORK and CITY'S UTILITY WORK; however, the COUNTY reserves the right to select and award the contract based on the lowest responsive and responsible bid for the COUNTY'S SIDEWALK WORK. Additionally, the COUNTY may award the contract to the lowest responsive and responsible bidder for the CITY'S UTILITY WORK, if the CITY pays any difference between the bid for the COUNTY'S SIDEWALK WORK associated with the CITY'S selection, and the lowest responsive and responsible bid for the COUNTY'S SIDEWALK WORK.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the combined COUNTY'S SIDEWALK WORK and CITY'S UTILITY WORK, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

For any change to the CITY'S UTILITY WORK, a change order shall be requested in writing by the CITY, at the CITY'S sole expense. Any such request shall include a

written description of the changed work and a sketch in a form acceptable to the COUNTY. The COUNTY shall review the change order documents only for their effect on the COUNTY'S SIDEWALK WORK and the overall cost of the contract. An authorized CITY representative shall sign the change order documents prior to submittal to the COUNTY.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract including, but not limited to, the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final. The CITY shall be provided the contractor's monthly pay requests for the amount of the CITY'S UTILITY WORK for review and acceptance as to the percentage or quantities, as applicable, of work completed prior to the COUNTY issuing payment to the contractor from the CITY'S initial payment to the COUNTY.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all of the CITY'S utility facilities according to the COUNTY'S standard use permit conditions for occupancy of public rights-of-way. The CITY agrees that it shall:

- (a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY; and
- (b) Comply with all provisions of law and the COUNTY'S manual with amendments and specifications for traffic control routing and parking; and
- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

E. CITY FUNDING

The CITY agrees to provide a cash payment to the COUNTY, in advance of the award of the contract, to fully fund the CITY'S UTILITY WORK, including any administrative or contingency costs as agreed to by the Parties.

Upon final completion of all construction, the COUNTY will conduct a true-up of all bid quantities, including change orders, whether increasing or decreasing the costs of the

CITY'S UTILITY WORK, and a final reconciliation of all CITY'S UTILITY WORK costs will be prepared by the COUNTY and provided to the CITY for review and acceptance. If the CITY's initial cash payment to the COUNTY for the CITY'S UTILITY WORK is less than the final amount of the CITY'S UTILITY WORK based on the final reconciliation, the COUNTY will invoice the CITY for the shortfall amount. The CITY, within thirty (30) days of receipt of the invoice and final reconciliation, shall pay to the COUNTY any shortfall amount. Conversely, if the CITY'S initial cash payment to the COUNTY for the CITY'S UTILITY WORK is more than the final CITY'S UTILITY WORK costs based on the final reconciliation, the COUNTY shall pay to the CITY the amount overpaid within thirty (30) days after the CITY'S acceptance of the final reconciliation.

F. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in Section 768.28, Florida Statutes (2013).

G. MISCELLANEOUS

1. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: GERALD N. BRINTON, P.E.
 COUNTY ENGINEER
 123 WEST INDIANA AVENUE
 DELAND FL 32720

TO CITY: PUBLIC UTILITIES DEPT.
 CITY OF PORT ORANGE
 1000 CITY CENTER CIRCLE
 PORT ORANGE FL 32129

2. COUNTY FUNDING

The COUNTY'S responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the COUNTY'S SIDEWALK WORK.

3. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this

AGREEMENT shall be Volusia County, Florida.

4. AGREEMENT TERM

This AGREEMENT shall be effective on the executed date of the COUNTY and shall continue in full force and effect until final reconciliation and payment in full by the CITY under this AGREEMENT is received by the COUNTY.

5. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

6. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

7. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

8. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

9. AMENDMENT

The AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

10. ENTIRE AGREEMENT

All negotiations, proposals and draft agreements prior to the date of execution of this AGREEMENT are hereby superseded by this AGREEMENT. This AGREEMENT shall constitute the entire AGREEMENT of the COUNTY and CITY with respect to the COUNTY'S SIDEWALK WORK and the CITY'S UTILITY WORK.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed copy and the CITY shall retain one (1) fully executed copy.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the COUNTY'S execution date written below.

ATTEST:

CITY OF PORT ORANGE

ROBIN FENWICK

BY: _____
ALLEN GREEN
MAYOR

DATE: _____

ATTEST:

VOLUSIA COUNTY

JAMES T. DINNEEN
COUNTY MANAGER

BY: _____
JASON P. DAVIS, CHAIR
COUNTY COUNCIL

DATE: _____

APPROVED AS TO FORM:

PRINT NAME: _____
CITY OF PORT ORANGE ATTORNEY'S OFFICE

PRINT NAME: _____
VOLUSIA COUNTY ATTORNEY'S OFFICE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: RFP #14-32 Executive Management Search Firm Selection Process and Citizen Advisory Committee Appointments

DEPARTMENT: Administrative Services

RECOMMENDED MOTION: Discussion/concensus on the following:

1. Interview all four candidate firms or schedule a meeting to shortlist?
 2. Desired (special) meeting date for consultant interviews, ranking and selection.
 3. Desired number of appointees to Citizen Advisory Committee.
 4. Desired date for appointment of Citizen Advisory Committee.
-

SUMMARY: The Bid Opening for RFP #14-32, Executive Management Search Firm Services, occurred on Tuesday October 7, 2014 at 10:00 A.M. The City received four timely responses. The responsive companies are Slavin Management Consultants, S. Renee Narloch & Associates, The Mercer Group Inc., and Colin Baenzinger & Associates. The proposals from these four firms are attached.

Staff is requesting direction from the Council as to whether the Council would like to shortlist the candidate pool prior to ranking and selection, or whether the Council prefers to interview all four firms and then rank and select.

Staff also needs direction regarding when the Council would like to conduct the consultant interviews so candidate firms can be scheduled. Staff recommends that the interviews, ranking and selection take place at a Special Meeting of the Council for this purpose.

Additionally, the RFP states that the Council will appoint a Citizen Advisory Committee to work with the selected firm in developing the candidate profile. The last time a Citizen Advisory Committee was created to assist with a City Manager selection, each Council member appointed two members and an alternate. This made for a committee of ten members with five alternates. If the Council would like to establish the Citizen Advisory Committee for this City Manager search in this same fashion, staff will need to know when the Council would like the Citizen Advisory Committee appointments placed on the Council's agenda. Applications for appointment to this Committee may be made online via the City Clerk's page of the City's website.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Memorandum	Executive Search Firm Memorandum 101614.pdf
2.	Bid Tabulation RFP #14-32	RFP#14-32 Tab.docx
3.	Mercer Group	RFP 14-32 Submittal - Mercer Group.pdf
4.	Renee Narloch & Assoc.	RFP 14-32 Submittal - S. Renee Narloch & Assoc.pdf
5.	Slavin Management	RFP 14-32 Submittal - Slavin Management.pdf
6.	Colin Baenziger & Assoc.	RFP 14-32 Submittal - Colin Baenziger & Assoc.pdf

Miller, Jamie	Created/Initiated - 10/16/2014
Steinebach, Donna	Approved - 10/16/2014
Riehm, Tracey	Approved - 10/17/2014
Roberts, Margaret	Approved - 10/23/2014
Gomez, Joseph	Approved - 10/23/2014
Harden, David	Final Approval - 10/23/2014

**CITY OF PORT ORANGE
ADMINISTRATIVE SERVICES DEPARTMENT
Human Resources Division**



1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5560
FAX 386-756-5290
www.port-orange.org

MEMORANDUM

To: David T. Harden, Interim City Manager
From: Donna Steinebach, Administrative Services Director
Re: **Agenda Item for October 28, 2014 City Council Meeting -
Proposal Evaluation/Selection for RFP #14-32,
Executive Management Search Firm Services**
Date: October 16, 2014

At the City Council meeting of October 28, 2014 staff will be seeking guidance from the City Council with respect to the selection of an Executive Management Search Firm in response to RFP #14-32. Staff will also be seeking guidance regarding the appointment of the Citizen Advisory Committee. This committee will assist the consultant in establishing the candidate profile for the next City Manager.

The City received four proposals in response to RFP #14-32. The Bid Tabulation accompanies this agenda item. As stated in the referenced Request for Proposals, the City Council should be guided by the following:

Proposal Evaluation/Selection

The City Council will evaluate proposals based on the criteria established in this RFP, and will be responsible for reviewing and evaluating all proposals submitted. The City Council will establish a "short list" of proposals they deem to be most advantageous to the city and will interview and rank those firms and/or individuals that were included on the "short list" Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to an executive search for the City Manager position.

Search Firm Selection Criteria

Maximum points awarded

Experience and references for successful recruitment of city managers	50%
The proposed process for development of the candidate profile and recruitment	30%
Cost	20%

Once all oral presentations are heard, the City Council should rank the firms and authorize staff to prepare a standard contract for services with the top ranked firm. This contract will be scheduled for consideration by the City Council at a subsequent Council meeting.

In addition to the selection process for the Executive Management Search Firm, the Council may begin the process of establishing the Citizen Advisory Committee. Volunteer application forms for this purpose are currently available on the City Clerk's page of the City's website.

Related to the tasks discussed above, staff is seeking direction from the Council on the following items:

1. Is it the Council's desire to shortlist the four responsive firms prior to ranking and selection, or does the Council prefer to interview all four firms?

Staff recommends interviewing all four candidate firms.

2. If the Council desires to short list candidates, when would the Council like to conduct this process?
3. When would the Council like to schedule the consultant interviews, ranking and selection?

Staff recommends a Special Meeting for this purpose, allowing approximately 30 minutes total for each consultant interview. November 18th and December 16th are currently unscheduled Tuesdays available for this purpose. Other dates desired by the Council may also be considered.

4. How many members would the Council like to appoint to the Citizen Advisory Committee, and when would the Council like to schedule the appointment of these individuals?

Staff recommends two appointees and one alternate per Council member, similar to the process used in 2011. Development of the candidate profile with the Citizen Advisory Committee is the Consultant's first task. Therefore, appointment of the Committee should take place close to the effective date of the consultant's contract. The consultant is expected to deliver an acceptable candidate to the Council within in 120 days.

cc: Joseph Gomez, Purchasing Manager
Jamie Miller, HR/PR Coordinator
Robin Fenwick, City Clerk



RFP # 14-32: EXECUTIVE MANAGEMENT SEARCH FIRM SERVICES

The following information is a record of the submitters as received at the time of opening. All proposals are subject to review by the City and award requires a formal contract and approval by City Council.

Proposal Receipt List

Received Bid/Proposal Name of Company	Description of receipt (# of boxes and or envelopes	Date & Time received by purchasing	Proposed Price
Slavin Management Consultants	1 UPS Envelope	11:05am 10/06/14 -JJ	\$22,769.50
The Mercer Group	2 UPS Envelopes	11:05am 10/06/14 -JJ	\$14,750.00
Colin Baenziger & Associates	1 Box	4:50pm 10/06/14 -JJ	\$23,000.00
S. Renee Narloch & Associates	1 FedEx Box	8:50am 10/07/14 -JJ	\$24,000.00
Waters & Company Executive Recruitment	No Submission	N/A	N/A
Springsted Incorporated	Late Submission – Not Considered	10:07am 10/07/14 -JJ	N/A

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager

Statistics:

(262) Proposers notified. (12) Plan-holders.

(4) Proposals received (1) Late Proposal Not Considered.

CITY OF PORT ORANGE

Executive Management
Search & Recruitment Services

CITY MANAGER

October 2, 2014



The Mercer Group, Inc.

Consultants To Management

CITY of PORT ORANGE FLORIDA

Proposal for Executive Management Search & Recruitment Services

CITY MANAGER

October 2, 2014

THE MERCER GROUP, INC.

**W. D. Higginbotham, Jr.
Senior Vice President
9123 Cherry Trace
Seminole, Florida 33777-1150
727-214-8673**

**WDHiggin@mercergroupinc.com
www.mercergroupinc.com**

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
i. Cover Letter	
I. FIRM INFORMATION & BACKGROUND INCLUDING SEARCH TEAM.....	1-4
II. EXPERIENCE OF FIRM.....	5-17
A. City/County Manager Searches.....	5-15
B. References.....	16-17
III. SERVICES, TIMELINE, AND FEES.....	18-28
A. Project Understanding and Approach.....	18
B. Work Plan.....	19-22
C. Equal Employment Opportunity Statement.....	22
D. Timeline.....	23
E. Cost Proposal	24
F. Additional Activities.....	25
G. Proposal Acceptance.....	25
H. The Mercer Group, Inc. Guarantees	26
I. Proposed Engagement Agreement	27-28

APPENDIX

Exhibits of Additional Required Document as follows:

- A. Proposer Acknowledgement Form.
- B. Sworn Statement on Public Entity Crimes.
- C. Anti-Collusion Statement.
- D. Drug Free Preference Statement.
- E. Total Guaranteed Maximum Proposal.
- F. Insurance Certificate.



The Mercer Group, Inc.

Consultants To Management

9123 Cherry Trace

Seminole, FL 33777

(954) 894-4046

Cell (727) 214-8673

E-mail: wdhiggin@bellsouth.net

October 2, 2014

Lisa Pallante, Interim Purchasing Manager
Finance Department
City Hall
1000 City Center Circle
Port Orange, Florida 32129

The Mercer Group, Inc. understands the City of Port Orange wishes to engage the services of an executive search firm to conduct executive search and recruiting services for a City Manager for the City of Port Orange.

The Mercer Group, Inc. is pleased to submit our proposal to assist the City of Port Orange to recruit exceptionally well-qualified candidates for the position of City Manager. If selected to conduct the search and recruitment process for this position, we would have no difficulty beginning immediately to ensure a smooth process. It is our understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Defining the position profile.
- Sourcing qualified candidates.
- Evaluating prospective candidates.
- Selection and employment.

The objectives that we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- To conduct on-site needs assessment for the new City Manager.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Council's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City.
- To coordinate finalist candidate interviews with the City.
- To mail an information packet supplied by the City to all qualified applicants.

PINPOINTING WORKABLE SOLUTIONS FROM OUR OFFICES NATIONWIDE

www.mercergroupinc.com

City of Port Orange

Page Two

October 2, 2014

- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City.
- To keep the City closely involved in key decisions and informed of our progress.

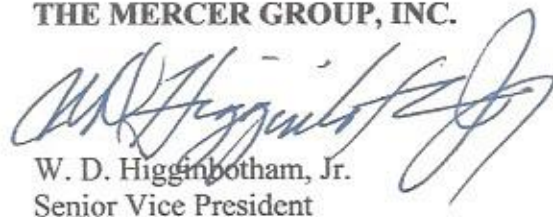
The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City of Port Orange in selecting highly qualified individuals who meet the profile and needs of Port Orange and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist the City of Port Orange with this project. Through December 2013, we have conducted 480 searches for City and County Managers/Administrators throughout the country, 84 of which have been in Florida. During the last six (6) months alone we have successfully completed or we are currently conducting searches for the City of St. Pete Beach, the City of St. Petersburg, Hillsborough County, the City of Plant City (Police Chief and City Manager), Citrus County and Pinellas Suncoast Transit Authority (PSTA). These are just the **Florida** recruitments; there are many more in the Southeast and nation-wide.

The Mercer Group, Inc. has been in operation for over twenty four years with our corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Florida**. The Mercer Group, Inc. has the resources available to conduct this search and avoid untimely delays in the process. If selected, I will personally lead this recruitment from our Seminole, Florida office. With 23 years of local government experience in Florida, including four (4) City Manager positions, I am uniquely qualified to lead this search for the new City Manager as I know and understand the local needs

Thank you for the opportunity to respond to this important assignment. We will be pleased to discuss our proposal with the City and urge you to allow us to travel to Port Orange at our expense to do so. Please contact me directly at 727-214-8673 if you have any questions.

Sincerely yours,

THE MERCER GROUP, INC.



W. D. Higginbotham, Jr.
Senior Vice President

THE MERCER GROUP, INC.

I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant. The firm has conducted business under the name The Mercer Group, Inc. since February, 1990 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

While this important engagement for the City of Port Orange will be personally led by W. D. Higginbotham, Jr. from our Seminole, Florida office, it will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below. Mr. Mercer's resume is included below, as is Mr. Higginbotham's.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
5579 B Chamblee Dunwoody Road, Suite 511
Atlanta, Georgia 30338
Telephone: (770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

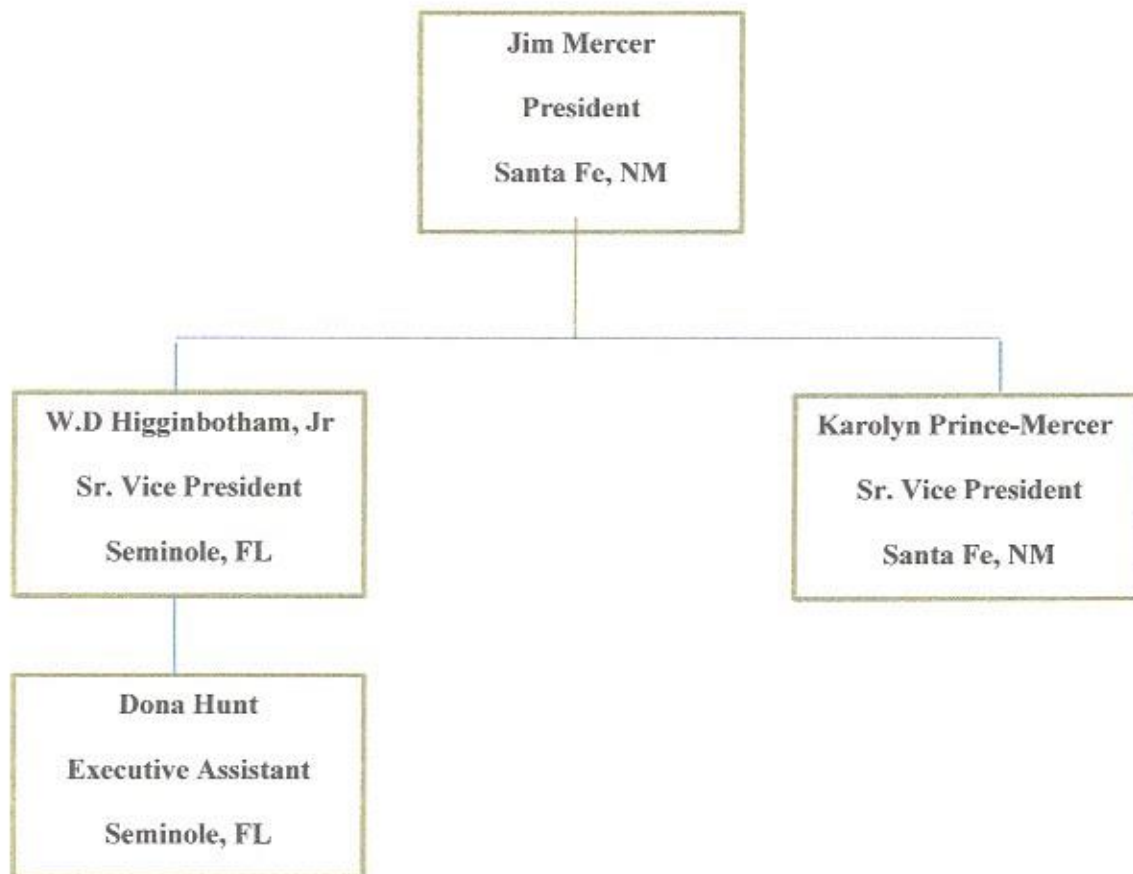
Primary contact information is as follows:

The Mercer Group, Inc.
W. D. Higginbotham, Jr.
Senior Vice President
9123 Cherry Trace
Seminole, Florida 33777
727-214-8673
WDHiggin@mercergroupinc.com
www.mercergroupinc.com

B. Organizational Chart for the City of Port Orange Search Team

The Mercer Group, Inc.

**EXECUTIVE SEARCH TEAM
for
PORT ORANGE
CITY MANAGER**



C. Resumes of Our Key Staff

1. James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

2. W. D. Higginbotham, Jr., Senior Vice President – Seminole, Florida Office; Project Lead

Mr. Higginbotham's distinguished public sector career of over 30 years has included serving as chief executive officer and chief financial officer of cities in Florida and California. He served as City Manager of Gainesville, Florida, Melbourne Beach, Florida, Surfside, Florida, and Madeira Beach, Florida ranging in population from 3,100 to 123,100 and Assistant City Manager and CFO in Bakersfield, California with a population of 352,400. Mr. Higginbotham also served eight years as the Director of Economic Development for the eleven (11) county, 7,000 square mile area of the North Central Florida Regional Planning Council. After being recruited by the International City/County Management Association (ICMA) on behalf of the Department of Defense, his service to Florida cities was briefly interrupted in late 2007 and early 2008 when he served in Baghdad, Iraq as a member of the United States Provincial Reconstruction Team. He is an active member of ICMA and the Florida City and County Management Association (FCCMA) and has been recognized by both organizations for over 25 years in the local government management profession.

Mr. Higginbotham's particular areas of expertise are executive search, organizational development and economic development. In addition to graduating from Tulane University where he earned his Certificate in Accounting, he has completed and instructed training programs at the Emergency Management Institute (FEMA) in Emmitsburg, Maryland in Disaster Preparedness and Disaster Resistant Jobs Training, TRAIN-THE-TRAINER.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several city manager searches. She has worked on several city managers/administrators searches with Mr. Mercer over the past years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince-Mercer is also active in recruitment for other fields in the public sector.

4. Time Commitments

Our firm members have the quality time to devote to this search so as to meet Port Orange's Mayor and City Council's needs.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

II. CITY and COUNTY MANAGER SEARCHES AND REFERENCES

The Following Lists of Searches are limited to CITY/COUNTY MANAGERS AND ADMINISTRATORS to avoid the lists being voluminous.

City Managers/Administrators

Akron, Ohio - Assistant to the Mayor
Alachua, Florida - City Manager - 2001
Alamogordo, New Mexico - City Manager - 2009
Albany, Georgia - Assistant City Manager (Limited Scope Search) - 2000
Angel Fire, New Mexico - Village Manager - 2011
Angel Fire, New Mexico - Town Administrator (Limited Scope Search) - 2000
Andrews, Texas - City Manager - 2000
Ann Arbor, Michigan - City Administrator - 2001
Ann Arbor, Michigan - City Administrator - 1995
Ann Arbor, Michigan - City Administrator - 1988
Arkansas City, Kansas - City Manager - 2006
Arlington, Texas - City Manager - 2011
Arlington, Texas - Assistant City Manager
Aspen, Colorado - City Manager - 1989
Athens/Clarke County Unified Government, Georgia - Manager - 2000
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Aurora, Colorado - City Manager - 1989
Austin, Texas - City Manager - 1988
Avondale, Arizona - City Manager - 2000
Aztec, New Mexico - City Manager - 2009
Bangor, Maine - City Manager - 2010
Barrington, Illinois - Village Manager - 1998
Bay City, Michigan - City Manager - 2003
Beavercreek, Ohio - City Manager - 2003
Beavercreek, Ohio - City Manager - 1985
Belding, Michigan - City Manager - 1999
Bellaire, Texas - City Manager - 1996
Billings, Montana - City Administrator - 2006
Billings, Montana - City Administrator - 2003
Billings, Montana - City Administrator - 1999
Billings, Montana - Assistant City Administrator - 2003
Billings, Montana - Deputy City Administrator - 2003
Birmingham, Michigan - City Manager - 2010
Bloomfield, New Mexico - City Manager - 2010
Bloomfield Hills, Michigan - City Manager - 2006
Bloomfield Hills, Michigan - City Manager - 2001
Boca Raton, Florida - Assistant City Manager - 1989
Boulder, Colorado - City Manager - 2008
Boulder, Colorado - City Manager - 2002
Boynton Beach, Florida - City Manager - 1999
Bridgeport, Texas - City Administrator - 2010

Bryan, Texas - City Manager - 2006
 Cairo, Georgia - City Manager - 1995
 Canadian, Texas - City Manager - 2010
 Cape Coral, Florida - City Manager - 1996
 Carpentersville, Illinois - Village Manager - 2001
 Carrboro, North Carolina - Town Manager - 2003
 Casa Grande, Arizona - City Manager - 2003
 Casselberry, Florida - City Manager (Limited Scope Search) - 2003
 Centennial, Colorado - City Manager - 2007
 Centennial, Colorado - City Manager - 2001
 Centennial, Colorado - Assistant City Manager - 2006
 Champaign, Illinois - Assistant City Manager - 2007
 Charlotte, North Carolina - City Manager - 2008
 Charlotte, North Carolina - City Manager - 1996
 Charlotte, North Carolina - City Manager - 1981
 Charlotte, North Carolina - Deputy City Manager (Limited Scope Search) - 2000
 Chesapeake, Virginia - City Manager - 2012
 Chesapeake, Virginia - City Manager - 1996
 *Chesapeake, Virginia - City Manager - 2009
 *Chesapeake, Virginia - City Manager - 2006
 Clayton, Missouri - City Manager - 2003
 Cleburne, Texas - City Manager - 2011
 *Clifton Forge, Virginia - City Manager - 2006
 *Cloverdale, California - City Manager - 2001
 College Park, Georgia - City Manager - 2013
 College Park, Georgia - City Manager - 2008
 College Park, Georgia - City Manager - 2002
 College Park, Maryland - City Manager - 2004
 College Park, Maryland - City Manager - 2002
 College Station, Texas - City Manager - 2006
 College Station, Texas - Assistant City Manager (2) - 2006
 *Colma, California - City Manager - 1998
 Columbia, South Carolina - City Manager - 2009
 Columbia, South Carolina - City Manager - 1997
 Columbus, Georgia - City Manager - 1995
 Concord, North Carolina - City Manager - 1999
 Coral Springs, Florida - Assistant City Manager - 2000
 *Cotati, California - City Manager - 1997
 Covington, Georgia - City Manager - 2013
 Covington, Washington - City Manager - 2006
 Culpeper, Virginia - Town Manager - 2000
 *Daly City, California - Assistant City Manager - 1995
 Danville, Kentucky - City Manager - 2011
 Danville, Virginia - City Manager - 1999
 *Danville, Virginia - City Manager - 2008
 Davie, Florida - Town Administrator - 1999
 Dayton, Ohio - City Manager - 2006
 Dayton, Ohio - Assistant City Manager/Operations - 2007

Dayton, Ohio - Assistant City Manager/Economic Development – 2007
 Daytona Beach, Florida - City Manager - 2002
 Decatur, Illinois - City Manager - 2008
 Decatur, Illinois - City Manager - 1987
 Deerfield Beach, Florida - City Manager – 1989
 DeKalb, Illinois - City Manager - 1998
 Delaware, Ohio - City Manager - 1998
 Delray Beach, Florida - City Manager - 1986
 Del Rio, Texas - City Manager (Limited Scope Search) - 1995
 Derby, Kansas - City Manager - 2001
 Dothan, Alabama - City Manager - 2002
 Downer's Grove, Illinois - Village Manager - 2005
 Dublin, Ohio - City Manager - 2008
 Durham, North Carolina - City Manager – 2008
 Durham, North Carolina - City Manager - 2004
 East Point, Georgia - City Manager - 2012
 East Point, Georgia - City Manager - 1999
 East Point, Georgia - City Manager - 1996
 Eau Claire, Wisconsin - City Manager - 2006
 Elkhart, Kansas - City Administrator (Limited Scope Search) - 2000
 Eloy, Arizona - City Manager - 2000
 El Paso, Texas - City Manager 2004
 El Reno, Oklahoma - City Manager - 2006
 Enid, Oklahoma - City Manager - 1997
 *Encinitas, California - City Manager - 1999
 Erie, Colorado - Town Administrator - 2011
 Espanola, New Mexico - City Manager - 2008
 Estes Park, Colorado - Town Administrator – 2011
 Eugene, Oregon - Assistant City Manager
 Eustis, Florida - City Manager - 2007
 Evanston, Illinois - City Manager - 1996
 Evanston, Illinois - Assistant City Manager
 Fairfield, Iowa - City Administrator - 2010
 Fairmont, Minnesota - City Administrator - 1988
 *Fayetteville, North Carolina - 2008
 Federal Heights, Colorado - City Manager - 2007
 Federal Heights, Colorado - City Manager - 2004
 Federal Way, Washington - City Manager - 1999
 Flint, Michigan - City Administrator - 2001
 Florence, South Carolina - City Manager - 1996
 Florence, South Carolina - City Manager - 2011
 Fort Lauderdale, Florida - City Manager – 1998
 Fort Smith, Arkansas - City Administrator – 2008
 Fort Smith, Arkansas - City Administrator - 2006
 Fountain Hills, Arizona - Town Manager - 2011
 Fountain Hills, Arizona - Town Manager - 2002
 Frankfort, Kentucky - City Manager - 2003
 Franklin Village, Michigan - Village Administrator – 1998

Gainesville, Florida - City Manager – 2005
 Gainesville, Florida - City Manager - 1995
 Galesburg, Illinois - City Manager - 2006
 Gastonia, North Carolina - City Manager - 2007
 Glen Ellyn, Illinois - Village Manager – 2008
 Glen Ellyn, Illinois - Village Manager - 2006
 Glencoe, Illinois - Village Manager - 2000
 Glendale, Arizona - Assistant City Manager - 2010
 Glendale, Arizona - Deputy City Manager - 2010
 Glendale, Arizona - Deputy City Manager (2 Positions) - 2004
 Glenview, Illinois - Village Manager - 2004
 Glenwood, Illinois - Village Administrator - 2008
 Glenn Heights, Texas - City Manager - 2006
 Goldsboro, North Carolina - City Manager – 2011
 Goldsboro, North Carolina - City Manager - 2004
 Goodyear, Arizona - City Manager - 2007
 Grand Island, Nebraska - City Administrator - 2007
 Grand Ledge, Michigan - City Administrator - 1999
 Granville, Ohio - Village Manager - 2005
 Greeley, Colorado - Deputy City Manager - 2006
 Green Cove Springs, Florida - City Manager (Limited Scope Search) - 1997
 *Greenfield, California - City Manager - 1998
 Greensboro, North Carolina - Assistant City Manager (Limited Scope Search) - 1996
 *Greenville, North Carolina - 2007
 Gulfport, Florida - City Manager - 2003
 Gulfport, Florida - City Manager - 1989
 GVR Metropolitan District, Green Valley Ranch, Denver, Colorado - District Manager - 2008
 Hampton, Virginia - City Manager – 2009
 Hampton, Virginia - City Manager - 1984
 Hampton, Virginia - Assistant City Manager
 *Healdsburg, California - City Manager - 1995
 Highland Park, Michigan - Interim City Manager - 2002-2003
 High Point, North Carolina - Assistant City Manager
 Holland, Michigan - City Manager - 2011
 Howell, Michigan - Deputy City Manager for Financial Services - 2004
 Huber Heights, Ohio - City Manager - 2000
 Hudson, Ohio - City Manager - 1997
 Hyattsville, Maryland - City Administrator - 2010
 Independence, Missouri - Assistant City Manager
 Indian Rocks Beach, Florida - City Manager (Limited Scope Search) - 1997
 Indian Rocks Beach, Florida - Interim City Manager (Assist) - 2005
 Indian Trail, North Carolina - Town Manager – 2009
 Jackson, Michigan - City Manager – 2004
 Jackson, Michigan - City Manager - 1996
 Jacksonville, North Carolina - City Manager - 2010
 Jacksonville, North Carolina - City Manager - 2005
 Jacksonville, North Carolina - City Manager - 1998
 Jacksonville, North Carolina - Assistant City Manager – 2007

Jersey City, New Jersey - Assistant Business Manager
 Johns Creek, Georgia - City Manager - 2006
 Johnson City, Tennessee - City Manager - 2005
 Joplin, Missouri - City Manager - 2004
 Kent, Ohio - City Manager - 2005
 Kent, Ohio - City Manager - 1997
 Kettering, Ohio - Assistant City Manager
 Kingsport, Tennessee - City Manager - 1999
 Lakeland, Florida - City Manager - 2003
 Lakeland, Florida - Assistant to the City Manager - 2004
 *Lakeport, California - City Manager - 2001
 Lake Worth, Florida - City Manager - 2009
 Las Vegas, New Mexico - City Manager - 2009
 Laurinburg, North Carolina - City Manager - 1999
 Lapeer, Michigan - City Manager - 2002
 League City, Texas - City Manager - 2012
 League City, Texas - City Administrator - 2009
 League City, Texas - Assistant City Manager for Public Works - 2009
 League City, Texas - City Administrator - 2004
 Lee's Summit, Missouri - City Manager - 2008
 Liberty, Texas - City Manager - 2007
 Littleton, Colorado - City Manager - 2011
 *Livermore, California - City Manager - 2000
 *Livermore, California - Assistant City Manager - 2001
 Longboat Key, Florida - Town Manager - 1997
 Longboat Key, Florida - Town Manager - 1993
 Longboat Key, Florida - Assistant Town Manager - 1996
 *Los Altos, California - City Manager - 1998
 Los Angeles, California - Chief Legislative Analyst - 2005
 Louisville, Ohio - City Manager - 2001
 Lower Merion Township, Pennsylvania - Assistant Township Manager
 Macon, Georgia - Chief Administrative Officer - 2008
 Manistee, Michigan - City Manager - 2001
 Marco Island, Florida - City Manager - 2004
 Martinsville, Virginia - City Manager - 2004
 Mason, Ohio - City Manager - 2006
 Matthews, North Carolina - Town Manager - 2002
 McAlester, Oklahoma - City Manager (Limited Scope Search) - 2006
 McKinney, Texas - Assistant City Manager - 2006
 Melbourne, Florida - City Manager - 2002
 Middletown, Ohio - City Manager - 1984
 Middletown, Pennsylvania - Borough Manager - 2001
 Midland, Texas - City Manager - 2008
 *Mill Valley, California - City Manager - 1999
 Minneapolis, Minnesota - Assistant City Coordinator
 Minnetonka, Minnesota - City Manager - 2000
 Minster, Ohio - Village Administrator - 1986
 Monroe, Michigan - City Manager - 1992

Monmouth, Illinois - City Administrator - 2007
 Montgomery, Illinois - Village Manager - 2000
 Mooresville, North Carolina - Town Manager - 2008
 *Morgan Hill, California - City Manager - 1996
 Mound, Minnesota - City Manager - 2000
 Mount Holly, North Carolina - City Manager - 2007
 Muscatine, Iowa - City Administrator - 2009
 Naples, Florida - City Manager - 2007
 Naples, Florida - City Manager - 2003
 Negaunee, Michigan - City Manager - 2004
 Newburgh, New York - City Manager - 2010
 Newport News, Virginia - City Manager - 2005
 Norfolk, Virginia - City Manager - 1999
 North Miami, Florida - City Manager - 2002
 Northglenn, Colorado - City Manager - 2001
 Northville Township, Michigan - Township Administrator - 1999
 North Myrtle Beach, South Carolina - City Manager - 2010
 North Myrtle Beach, South Carolina - City Manager - 2003
 North Myrtle Beach, South Carolina - City Manager - 1997
 North Myrtle Beach, South Carolina - Assistant City Manager - 2008
 North Port, Florida - Assistant City Manager (Limited Scope Search) - 2003
 North Port, Florida - Assistant City Manager (Limited Scope Search) - 2002
 *Novato, California - Assistant City Manager - 2002
 Oak Ridge, Tennessee - City Manager - 2010
 Oak Ridge, Tennessee - City Manager - 2003
 *Oakland Park, Florida - Assistant City Manager - 2004
 *Oakland Park, Florida - Assistant City Manager - 2002
 Oklahoma City, Oklahoma - City Manager - 1986
 Oklahoma City, Oklahoma - Assistant City Manager
 Oneonta, New York - City Manager - 2012
 Orlando, Florida - Chief Administrative Officer - 2005
 Overland Park, Kansas - City Manager - 2010
 Oxford, Ohio - City Manager - 2007
 *Oxnard, California - City Manager - 1997
 Paducah, Kentucky - City Manager - 2010
 Pagosa Springs, Colorado - Town Manager - 2008
 Parker, Colorado - Town Administrator - 2005
 Pasadena, California - Assistant City Manager
 Peoria, Illinois - City Manager - 2008
 Payson, Arizona - Town Manager - 2002
 *Petaluma, California - City Manager - 1996
 Petoskey, Michigan - City Manager - 2009
 Phoenix, Arizona - City Manager - 1989
 Pineville, North Carolina - Town Manager - 2012
 Piqua, Ohio - City Manager - 2005
 Pittsburg, Kansas - City Manager - 2012
 Plainview, Texas - City Manager - 2003
 Plant City, Florida - City Manager - 2014

Pompano Beach, Florida - City Manager – 2009
 Ponce Inlet, Florida - Town Manager - 2001
 Port Arthur, Texas - City Manager - 2011
 Port Huron, Michigan - City Manager - 1997
 Portsmouth, Virginia - City Manager - 2000
 *Portsmouth, Virginia - City Manager 2009
 Powder Springs, Georgia - City Manager - 2006
 Prairie Village, Kansas - City Administrator - 2007
 Pueblo, Colorado - Assistant City Manager
 Punta Gorda, Florida - City Manager - 2004
 Punta Gorda, Florida - City Manager - 1998
 Punta Gorda, Florida - City Manager - 1995
 Questa, New Mexico - Village Administrator - 2011
 Raleigh, North Carolina - Assistant to the City Manager - 1971
 Raleigh, North Carolina - City Manager – 2000
 Raton, New Mexico - City Manager - 2011
 Reading, Pennsylvania - Managing Director - 2003
 *Reno, Nevada - City Manager - 1995
 Richland, Washington - City Manager - 2007
 Richland, Washington - City Manager - 1998
 Richland, Washington - City Manager (Limited Scope Search) - 2000
 Richmond, Michigan - City Manager - 1998
 Richmond, Virginia - Chief Administrative Officer - 2009
 Rio Rancho, New Mexico - City Administrator - 2003
 Roanoke, Virginia - City Manager - 1999
 Rock Hill, South Carolina - City Manager - 2001
 Rock Hill, South Carolina - City Manager - 1993
 Rockport, Texas - City Manager - 2011
 Rockville, Maryland - City Manager – 1998
 Safety Harbor, Florida - City Manager - 2006
 Saint Clair Shores, Michigan - City Manager - 2013
 Sandy Springs, Georgia - City Manager - 2005
 San Diego, California - Deputy City Manager - 1988
 *San Diego, California - Assistant City Manager - 2000
 San Jose, California - Assistant City Manager
 *San Rafael, California - City Manager - 1996
 *Santa Rosa, California - City Manager - 2000
 Sarasota, Florida - City Manager - 2007
 Sarasota, Florida - City Manager - 1986
 Saratoga, California - City Manager - 2000
 *Saratoga, California - City Manager - 1997
 Savannah, Georgia - City Manager - 1994
 Sheridan, Colorado - City Manager – 2011
 Sioux City, Iowa - Assistant City Manager
 Snellville, Georgia - City Manager - 2008
 *Solana Beach, California - City Manager - 2002
 South Brunswick Township, New Jersey - Township Administrator - 1987
 South Haven, Michigan - City Manager – 1999

Southlake, Texas - Assistant City Manager – 2005
 South Miami, Florida - City Manager - 2010
 South Miami, Florida - City Manager - 2003
 Southfield, Michigan - City Administrator - 1999
 Sparks, Nevada - City Manager - 1989
 Spartanburg, South Carolina - City Manager – 2001
 Spartanburg, South Carolina - City Manager - 1995
 Spartanburg, South Carolina - City Manager - 1984
 St. Pete Beach, Florida - City Manager - 2001
 St. Petersburg, Florida - Assistant City Manager
 St. Petersburg, Florida - Deputy City Manager Public Works - 1988
 Suffolk, Virginia - City Manager - 2002
 Sun'n Lake Sebring Improvement District, Florida - General Manager - 2006
 Sun'n Lake Sebring Improvement District, Florida - General Manager - 2004
 Sun'n Lake Sebring Improvement District, Florida - General Manager – 2002
 Sunrise, Florida - City Manager - 1989
 Sun Valley, Idaho - City Administrator - 2012
 Superior, Colorado - Town Manager - 2006
 Swartz Creek, Michigan - City Manager - 2000
 Taos, New Mexico - City Manager (Limited Scope) - 2012
 Takoma Park, Maryland - City Manager - 2013
 Takoma Park, Maryland - City Manager - 2004
 Talladega, Alabama - City Manager - 2008
 Talladega, Alabama - City Manager - 2003
 Tallahassee, Florida - City Manager - 1994
 Temple, Texas, City Manager - 2004
 *The Sea Ranch - Community Manager - 2002
 *Tiburon, California - City Manager - 2000
 Tifton, Georgia - City Manager – 2007
 Tifton, Georgia - City Manager - 1996
 Timnath, Colorado - Town Manager - 2011
 Tipp City, Ohio - City Manager - 2008
 Topeka, Kansas - Assistant to the Mayor
 Topeka, Kansas - Chief Administrative Officer - 2002
 *Tracy, California - Deputy City Manager - 1999
 Traverse City, Michigan - City Manager - 1987
 Treasure Island, Florida - City Manager - 2004
 Treasure Island, Florida - City Manager - 1996
 Trophy Club, Texas - Town Manager - 2010
 Troy, Michigan - City Manager - 2012
 Tucson, Arizona - City Manager - 2004
 Tucson, Arizona - Assistant City Manager
 *Union City, California - City Manager – 1995
 Union City, Georgia - City Administrator – 2007
 University City, Missouri - City Manager - 2005
 Vero Beach, Florida - City Manager - 2004
 Villa Park, Illinois - Village Manager - 2011
 Virginia Beach, Virginia - City Manager – 1991

Virginia Beach, Virginia - Deputy City Manager – 1987
Wentzville, Missouri - City Administrator - 2013
Wentzville, Missouri - City Administrator - 2012
West Hartford, Connecticut - Assistant City Manager
Westminster, Colorado - City Manager - 2000
Westminster, Maryland - City Administrator – 2006
West Palm Beach, Florida - City Manager - 1988
Westerville, Ohio - City Manager - 2007
White House, Tennessee - City Administrator - 2012
White House, Tennessee - City Administrator - 2005
Wichita, Kansas - City Manager (Limited Scope Search) - 2008
Wichita Falls, Texas - City Manager - 2005
Wilmington, North Carolina - City Manager - 2002
Wilmington, North Carolina - Deputy City Manager - 2003
Wilson, North Carolina - City Manager – 2004
Winchester, Virginia - City Manager - 2011
Winter Haven, Florida - City Manager - 2001
Winter Haven, Florida - City Manager - 1986
Woodstock, Georgia - City Manager - 2008
Worcester, Massachusetts - City Manager - 1993
Worcester, Massachusetts - Assistant City Manager
Worthington, Minnesota - City Manager - 1988
Worthington, Ohio - City Manager - 2007
Wylie, Texas - City Manager - 2004
Yankton, South Dakota - City Manager - 2012
York, Pennsylvania - Business Administrator & Assistant Solicitor – 2000

County Managers/Administrators

Alachua County, Florida - County Manager - 1999
Alachua County, Florida - County Manager - 1984
Arapahoe County, Colorado - County Administrator - 1999
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Athens/Clarke County Unified Government, Georgia - Manager - 2001
Beaufort County, South Carolina - County Administrator - 1992
Bernalillo County, New Mexico - County Manager - 2011
Broward County, Florida - Assistant to the County Administrator for Affordable Housing - 2004
Butler County, Ohio - County Administrator - 2011
Charleston County, South Carolina - County Administrator - 2008
Charleston County, South Carolina - County Administrator - 1998
Charlotte County, Florida - County Administrator - 2002
Charlotte County, Florida - County Administrator - 1995
Chesterfield County, Virginia - County Administrator – 1983
Clarke County, Georgia - County Administrator – 1984
Citrus County, Florida – County Administrator - 2014
Collier County, Florida - County Administrator (Limited Scope Search) - 2000
DeSoto County, Florida - County Administrator - 2005
Gaston County, North Carolina - County Manager – 2013

Grady County, Georgia - County Administrator (Limited Scope Search) – 1999
 Gwinnett County, Georgia - County Manager – 1987
 Gwinnett County, Georgia - Executive Assistant to the Board - 1985
 Hamilton County, Ohio - County Administrator - 2005
 Henrico County, Virginia - Assistant County Manager
 Henry County, Georgia - County Administrator – 1984
 Hernando County, Florida - County Administrator - 2000
 Hillsborough County, Florida - County Administrator - 1986
 Hillsborough County, Florida - Deputy County Administrator - 2004
 Hillsborough County, Florida - Assistant County Administrator for Human Services - 2004
 Hillsborough County, Florida - Assistant County Administrator for Development and Infrastructure - 2006
 Horry County, South Carolina - County Administrator - 2009
 Indian River County, Florida - County Administrator - 1987
 Jackson County, Missouri - Chief Administrative Officer – 2007
 Jackson County, Missouri - Deputy Chief Administrative Officer - 2007
 Jefferson Parish, Louisiana - Assistant to the Parish President
 Johnson County, Kansas - County Administrator - 1998
 Lee County, Virginia - County Administrator - 1991
 Leon County, Florida - County Administrator - 1989
 Leon County, Florida - Assistant County Administrator - 1989
 Long County, Georgia - County Administrator - 2008
 Los Alamos County, New Mexico - County Administrator - 2003
 Los Alamos County, New Mexico - County Administrator - 1998
 Lowndes County, Georgia - County Manager - 2001
 Manatee County, Florida - County Administrator - 1993
 Manatee County, Florida - County Administrator – 1984
 Martin County, Florida - Assistant County Administrator - 2006
 Mesa County, Colorado - County Administrator - 2011
 Nashville/Davidson County, Tennessee - Assistant to the Mayor
 Northampton County, Virginia - County Administrator - 1999
 *Nye County, Nevada - County Manager - 1998
 Oconee County, South Carolina - County Administrator - 2010
 Orange County, North Carolina - County Manager - 2009
 Orange County, North Carolina - County Manager - 2006
 Orange County, North Carolina - County Manager - 1987
 Osceola County, Florida - County Administrator - 2003
 Palm Beach County, Florida - County Administrator - 1985
 Park County, Colorado - County Administrator - 2011
 Pinal County, Arizona - County Manager - 2013
 Polk County, Florida - County Administrator - 1989
 Prince William County, Virginia - County Executive - 1990
 Ramsey County, Minnesota - County Manager – 1999
 Richland County, South Carolina - County Administrator – 2006
 St. Louis County, Minnesota - County Administrator - 1987
 Santa Rosa County, Florida - County Administrator - 1988
 Sarasota County, Florida - County Administrator - 2011
 Spartanburg County, South Carolina - County Administrator – 1999

Stafford County, Virginia - County Administrator – 2002
Summit County, Colorado - County Manager - 2007
Summit County, Colorado - County Manager - 2001
Sumter County, Florida - County Administrator - 2011
Sumter County, Florida - County Administrator – 2005
Sumter County, Florida - Interim Assistant County Administrator/Administrative Services
Director - 2006
Sumter County, Georgia - County Administrator - 2011
Union County, North Carolina - County Manager - 2008
Union County, North Carolina - County Manager - 2001
Union County, North Carolina - Assistant County Manager - 2007
Volusia County, Florida - County Manager - 1995
Wise County, Virginia - County Administrator – 2001

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

REFERENCES

Kenneth W. Buchman, City Attorney
City of Plant City; population 35,000
302 W. Reynolds Street
Plant City, FL 33563
813-659-4242
kbuchman@plantcitygov.com
City Manager Search; Police Chief Search

Mayor Alonzo King
City of Goldsboro; population: 38,313
City Hall, 200 North Center Street
Goldsboro, NC 27530
c/o mbrewer@ci.goldsboro.nc.us
City Manager Search

Mayor Tom Beehan
City of Oak Ridge; population: 27,378
200 W Tulane Avenue
Oak Ridge, TN 37830
865-425-3432
tbeehan@cortn.org
City Manager Search

Christopher M. Guella, Director of Human Resources
City of St. Petersburg; population 249,688
P. O. Box 2842
St. Petersburg, FL 33713
727-893-7419
chris.guella@stpete.org
Police Chief Search

Mayor Wes Perry
City of Midland; population: 103,880
300 N Loraine Avenue
Midland, TX 79701
432-686-5000
wes@egresources.com
City Manager Search

Mayor (Dr.) Robert Cluck
City of Arlington; population: 364,000
101 W Abram Street
Arlington, TX 76004
817-459-6122
robert.cluck@arlingtontx.gov
City Manager Search

Ms. Susan Goebel-Canning, Director of Environmental Services
Hernando County Florida; population 172,778
21030 Cortez Boulevard
Brooksville, FL 34601
352-754-4368, ext. 35142
sgcanning@co.hernando.fl.us
Engineering Division Manager Search

Stephen W. Vaughn, Secretary/Executive Director
Pennsylvania Municipal Retirement System
Commonwealth of Pennsylvania
1010 7th Street, Suite 301
Harrisburg, PA 17102
717-787-2065
stvaughn@pa.gov
Secretary/Executive Director Search

Mayor Marilyn Hatley
City of North Myrtle Beach; population: 15,000
1018 Second Avenue South
North Myrtle Beach, SC 29582
843-280-5526
mavorhatley@n-myrtle-beach.sc.us
City Manager Search

Mr. Russell Blackburn, City Manager
City of Gainesville; population: 124,354
200 East University Avenue
Gainesville, FL 32601
352-334-5010
blackburnrd@cityofgainesville.org
City Manager Search; Risk Management Director Search; Utility Engineer Search

Mr. Ron Scott, City Manager
City of Danville; population: 16,218
445 W Main Street
Danville, KY 40423
853-238-1200
rscott@danvilleky.org
City Manager Search; Chief of Police Search

Ms. Kristy Stallings, Deputy City Manager
City of Overland Park; population: 275,000
8500 Santa Fe Drive
Overland Park, KS 66212
913-895-6152
Kristy.stallings@opkansas.org
City Manager Search

III. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that the City of Port Orange's Mayor and City Council are in need of Executive Search Services for City Manager Recruitment. We further understand that the scope of work, minimum responsibilities, and search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Strategy Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening.
- Candidate selection, background and offer.
- Appointment.

The objectives that we will meet in order to find the best qualified candidates for the City Manager position are as follows:

- To conduct on-site needs assessment for the new City Manager.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the Mayor and City Council's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the Mayor and City Council.
- To coordinate finalist candidate interviews with the Mayor and City Council.
- To mail an information packet supplied by the City to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the Mayor and City Council in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the Mayor and City Council.
- To keep the Mayor and City Council closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of the Mayor and City Council. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City will benefit through ease of implementation.

B. Work Plan; Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - We will define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - We will recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - We will identify qualified candidates.
4. **Candidate Screening** - We will thoroughly screen prospective candidates.
5. **Background Investigation** - We will thoroughly evaluate prospective candidates.
6. **Interview Process** - We will make recommendations and assist in selection.
7. **Negotiation and Follow-up** - We will facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultation with Port Orange's Mayor and City Council and/or key staff as well as other individuals or groups (as the Mayor and City Council wish) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the Mayor and City Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, Mr. Higginbotham's 30 years of local government experience make him uniquely qualified to lead this search for the new City Manager.

Based on those meetings, we will prepare a draft position profile and review it with the Mayor and City Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about the Mayor and City Council, Port Orange, the City staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the public safety and administration/management field and on our own experience. Through "networking", we will conduct a nation-wide search for the best qualified candidates and invite them to apply for the position.

Based on our discussions with the Mayor and City Council, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality public safety management attention, and in various minority and women's publications to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed of their status.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mr. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the Mayor and City Council. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the Mayor and City Council. This matrix will be reviewed with the Mayor and City Council in group and or individual meetings and guidance obtained prior to proceeding. One contingency here is that the Mayor and City Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

After review by the Mayor and City Council, we will personally interview each candidate using various interview techniques. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

We also request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy; this information will be verified.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the City which will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of City Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the Mayor and City Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the Mayor and City Council. The Mayor and City Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the Mayor and City Council or whether the final group simply represents the best available talent.

We will also provide the Mayor and City Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the Mayor and City Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Port Orange and that any public statement should come directly from the Mayor and City Council. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interview with the Mayor and City Council of the final decision reached. We suggest, however, that it is more proper for the Mayor and City Council to directly notify all unsuccessful candidates whom they interviewed of the final result.

We will keep the Mayor and City Council closely informed and involved in decisions concerning the search process at all times. We will prepare and send weekly e-mail updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City of Port Orange and the Mayor and City Council will be needed, as follows:

- Arranging interviews with Port Orange's Mayor and City Council and others as desired.
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Project Schedule and Timeline (subject to approval by the City of Port Orange)

**PORT ORANGE
CITY MANAGER SEARCH**

Kickoff Meeting with the City	One week following award and execution of agreement
Interviews/Consultation with the Mayor and City Council & Others (as desired) to Develop Characteristics & Attributes of a Successful Candidate. Develop Compensation Package and Job Description.	Week One
Approve Recruitment Materials	Week Three
Access Data Base for Targeted Recruitment of Qualified Individuals and Place Ads	Week Three (Begin Search)
Send Recruitment Brochure/Invitation Letter	Week Three
Outreach Telephone Calls	Week Three through Seven
Acknowledge Receipt of Application Materials	As received
Cutoff Date for Receipt of Applications	Week Seven
Screen Applications Against Selection Criteria and Consultant Interviews of Top Candidates	Ongoing to Week Seven
Meet with the Mayor and City Council to Review Top Candidates and Assist in Selection of Finalists	Week Eight (Within 35 to 45 Days of Beginning Search, Provide Candidate Information)
Conduct Reference and Background Checks	Week Nine & Ten
Send Interview Guide to the Mayor and City Council of Selected Finalists	Week Ten
Community Meet & Greet and Conduct Interviews of Selected Finalists	Week Eleven
Make Selection	Week Eleven
Negotiate Agreement	Week Eleven
Notify Candidates Not Selected	At close of search process

E. Cost Proposal for Professional Recruitment Services for City Manager

The Mercer Group, Inc. proposes a **total fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$14,750.** There will be **NO additional costs or expenses paid to The Mercer Group, Inc. for our services.** Items and their associated costs for our services are as follows:

Position Analysis.....	\$ 1,750
Outreach Campaign.....	2,500
Resume Review.....	2,500
Candidate Screening.....	2,750
Background Investigation.....	3,250
Interview Process.....	1,500
Negotiation and Follow-up.....	500
TOTAL FEE.....	\$14,750

The costs for final candidates to travel to Port Orange for interviews, as the Mayor and City Council desire, are not included. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. In general, out-of-state costs run about \$600 to \$750 per person.

Port Orange's liability to The Mercer Group, Inc. for services rendered under our agreement **will not exceed the agreed upon price as stated above.**

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services outside the scope of items set forth in this proposal is \$125.00.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

F. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These may be extra cost items.)

G. Proposal Acceptance

This October 2, 2014, proposal is accepted for the City of Port Orange by:

SIGNATURE:

NAME:

TITLE:

DATE:

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

THE MERCER GROUP, INC.

GUARANTEES

H. The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization **for any reason** during the 24 month period following the date of placement with the client, we will replace the candidate and **there will be no professional fees** charged by The Mercer Group to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

I. Sample Agreement

AGREEMENT

This AGREEMENT, made as of this ____ day of _____, 2014, by and between **THE MERCER GROUP, INC.** and the City of Port Orange, a governmental corporation.

WITNESSETH:

WHEREAS, Port Orange (hereinafter referred to as the "City") has made a REQUEST FOR PROPOSAL, to hire an executive recruiter to conduct a search for a City Manager for the City and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the City's request; and

WHEREAS, the City has selected Mercer's proposal as the proposal which best meets its needs and the City desires to hire Mercer to conduct the City's search for a new City Manager, and

WHEREAS, Mercer desires to assist the City in conducting the City's search for a City Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to provide services and support to the City in the conduct of the City's search for a City Manager. Mercer agrees to conduct the City's project in accordance with scope of services outlined in its Proposal to the City dated October 2, 2014, in response to the City's request. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.
2. The City agrees to compensate Mercer for its services in the amount of \$14,750 for professional services, including all expenses, to conduct the search. Payments to Mercer are to be made as outlined in Mercer's proposal to the City.
3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.
4. SUNSHINE LAW. As Mercer's role is to screen applications and make recommendations for the position of City Manager, Mercer acknowledges that it will be subject to, and will comply with, Section 286.01, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service under the contract; (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 under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Mercer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
6. The City and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
7. The City and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.
8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the City shall only be obligated to pay Mercer for those services already provided.

CITY OF PORT ORANGE

BY:

ATTEST:

THE MERCER GROUP, INC.

BY:

W. D. Higginbotham, Jr.
Senior Vice President

APPENDIX



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP #14-32

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Proposal Name: Executive Management Search Firm Services

Proposal Release Date: September 19, 2014

Last Day for Questions: September 30, 2014 at 5:00 P.M.

Proposal Due Date & Time: October 7, 2014 at 10:00 A.M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: THE MERCER GROUP, INC.

PROPOSER'S MAILING ADDRESS: 9123 CHERRY TRACE

CITY-STATE-ZIP: SEMINOLE, FLORIDA 33777

PHONE NUMBER: 727-214-8673 EMAIL: WDHiggin@mercergroupinc.com

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 1 2 3 4 5

If returning as a "No Proposal", please state reason (s):

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

W. D. HIGGINBOTHAM, JR.

NAME (TYPED)

SENIOR VICE PRESIDENT

TITLE

OCTOBER 2, 2014

DATED

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

W. D. Higginbotham, Jr. Authorized Agent or Official for The Mercer Group, Inc. by signing below hereby certifies that neither he/she nor the firm of The Mercer Group, Inc. is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: [Signature]
President/Authorized Agent or Official

Witnessed By: Dona L. Hunt

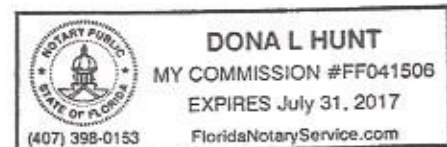
STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of October, 2014, by W.D. Higginbotham Jr., President, Authorized Agent or Official of The Mercer Group Inc. a Florida Company, who is ☒ personally known to me or ☐ who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public, State of Florida

Commission No. FF041506



SECTION 00180

ANTI-COLLUSION FORM

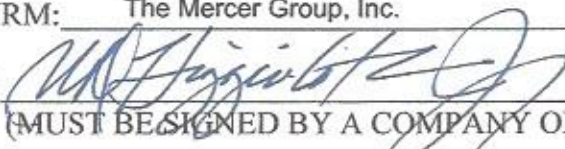
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: The Mercer Group, Inc.

SIGNED BY: 

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

PRINTED SIGNATURE: W. D. Higginbotham, Jr.

TITLE: Senior Vice President

ADDRESS: 9123 Cherry Trace

CITY: Seminole STATE: Florida ZIP CODE: 33777

TELEPHONE: 727-214-8673 FAX: 770-399-9749

COMPLETION TIME: To be determined and agreed upon by the City of Port Orange and The Mercer Group, Inc.

F.E.I.N. NUMBER: 58-1877068

NO Proposal may be withdrawn for a period of sixty (60) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

In the event of a tie Proposal a preference is given to vendors submitting a certification with their Proposal/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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


 PROPOSER'S SIGNATURE

SECTION 00130

TOTAL GUARANTEED MAXIMUM PROPOSAL**RFP #14-32 Executive Management Search Firm Services**

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents. The undersigned offers to furnish all materials, equipment and labor for services to conduct an executive search for the City Manager position for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The vendor shall perform these obligations for the guaranteed maximum price listed below and made a part of this Bid.

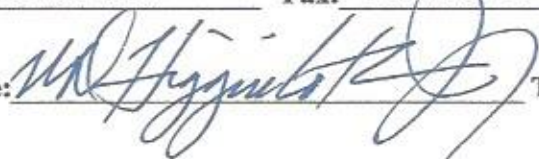
Company Name: The Mercer Group, Inc.

Submitted on: October 2, 2014

Contact Person / Title: W. D. Higginbotham, Jr., Senior Vice President

Mailing Address: 9123 Cherry Trace, Seminole **State:** FL **Zip:** 33777

Phone: 727-214-8673 **Fax:** 770-399-9749 **E-mail:** WDHiggin@mercergroupinc.com

Signature:  **Title:** Senior Vice President

TOTAL GUARANTEED MAXIMUM PROPOSAL:

Fourteen thousand seven hundred fifty dollars and no cents. This is a total, all inclusive, flat fee.

(In Words)

Dollars \$ 14,750.00 (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the bid price.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2014

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

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

PRODUCER WILL AYERS 700 12TH ST NW, SUITE 700 WASHINGTON, DC 2005	CONTACT NAME KIMBERLY ROSSI PHONE (A/C, No, Ext): 1-866-577-0355 FAX (A/C, No): E-MAIL ADDRESS: KIMBERLY.ROSSI@PHLY.COM																					
INSURED THE MERCER GROUP, INC. P.O. BOX 2870 ESTES PARK, CO 80517-2870	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAC #</th></tr> <tr> <td>INSURER A:</td><td>PHILADELPHIA INDEMNITY INSURANCE CO.</td><td>18058</td></tr> <tr> <td>INSURER B:</td><td>HARTFORD CASUALTY INSURANCE CO.</td><td>29424</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAC #	INSURER A:	PHILADELPHIA INDEMNITY INSURANCE CO.	18058	INSURER B:	HARTFORD CASUALTY INSURANCE CO.	29424	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAC #																				
INSURER A:	PHILADELPHIA INDEMNITY INSURANCE CO.	18058																				
INSURER B:	HARTFORD CASUALTY INSURANCE CO.	29424																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 101212

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 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	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC	Y		PHSD902315	02/06/2014	02/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS ☒			PHSD902315	02/06/2014	02/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	30WECAA8987	07/14/2014	07/14/2015	WC STATUTORY LIMITS ☐ 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
A	PROFESSIONAL ERRORS & OMISSIONS			PHSD902315	02/06/2014	02/06/2015	LIMIT: \$2,000,000 AGGREGATE: \$2,000,000

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

THE CITY OF PORT ORANGE, FLORIDA ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS IN CONNECTION WITH AGREEMENT/CONTRACT ARE NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR. INDEMNIFICATION AND HOLD HARMLESS IN FAVOR OF THE CERTIFICATE HOLDER APPLIES. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

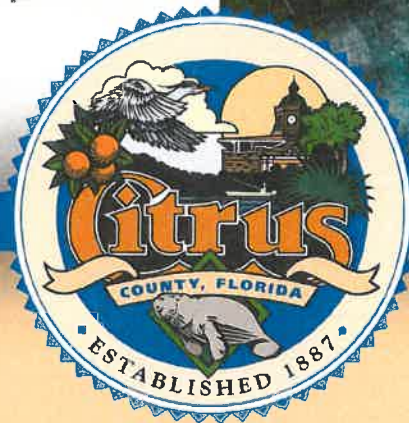
CANCELLATION

THE CITY OF PORT ORANGE, FLORIDA

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

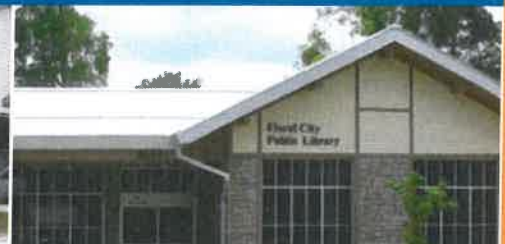


CITRUS COUNTY, FLORIDA

invites your interest in the position of

COUNTY ADMINISTRATOR

CITRUS COUNTY, FLORIDA — AN OUTSTANDING OPPORTUNITY



CITRUS COUNTY – THE COMMUNITY

Located on the beautiful Gulf Coast of Central Florida about 75 miles north of Tampa, Citrus County is home to over 140,000 residents. Citrus County has a landmass of 773 miles; of which 582 square miles is land and 192 square miles is water.

Located on the beautiful Gulf Coast of Central Florida about 75 miles north of Tampa, Citrus County is home to over 140,000 residents. Citrus County has a landmass of 773 miles; of which 582 square miles is land and 192 square miles is water.

Citrus County embraces 4 distinct down town areas:

- **Crystal River** – a waterfront community with old town charm and internationally recognized manatee-watching opportunities.
- **Homosassa** – historic fishing village ambiance with river-living lifestyle.
- **Floral City** – Citrus County's smallest town with historical elegance, Historic Register homes and a growing artist colony.
- **Inverness** – the county seat of Citrus County and hub for special events, culture and activity.

Citrus County has two incorporated cities; Crystal River and Inverness. Other unincorporated communities include:

- Beverly Hills
- Black Diamond
- Chassahowitzka
- Citrus Hills
- Citrus Springs

- Floral City
- Hernando
- Holder
- Homosassa Springs
- Homosassa
- Inverness Highlands North
- Inverness Highlands South
- Lecanto
- Meadowcrest
- Oak Grove
- Pine Ridge
- Pineola
- Red Level
- Sugarmill Woods



Citrus County was created in 1887 and was formerly part of Hernando County. It was named for the County's citrus trees. The County's citrus production dramatically declined after the "Big Freeze" of 1894-1895; however, Citrus production remains a viable industry in the County.

Phosphate mining also played a major part in the history of the County until the end of WWII. In the 1960s, Citrus County began to develop and housing developments such as Beverly Hills started to dominate the County.

Citrus County is home to some of Florida's most beautiful natural attractions including Three Sisters Springs, a world-renowned manatee haven and Ellie Schiller Homosassa Springs Wildlife State Park, which attracts more than a quarter-million visitors each year. Citrus County also boasts many award-winning golf courses and locally owned seafood restaurants.



A growing business community, a top rated school system, and small town charm draped across some of the most beautiful natural backdrops all contribute to the high quality of life experienced by residents of Citrus County. An extensive park system provides a large variety of activities for all ages, while a proactive Sheriff's department boasts some of the lowest crime rates in the state.

The Citrus County School District is the public school district for Citrus County, Florida. The district serves the cities of Crystal River and Inverness and communities such as Beverly Hills, Citrus Springs, Floral City, Hernando, Holder, Homosassa, and Lecanto. The district includes eleven elementary schools, four middle schools, four high schools, and two alternative schools.

Citrus County owns and is served by two local public airports; Crystal River Airport and Inverness Airport. Crystal River airport is located three miles southeast of the central business district of Crystal River. Inverness Airport is located southeast of the central business district of Inverness and contains an aviation unit of the Citrus County Sheriff's Office.

With a calendar overflowing with a variety of community events, Citrus County offers something for everyone. The rich historical culture and variety of shops, water recreation, golfing, and dining experiences, make Citrus County one of the most enjoyable places on the west coast.

For more information on Citrus County, visit:
<http://www.bocc.citrus.fl.us>

THE GOVERNMENT OF CITRUS COUNTY AND THE POSITION

The Board of County Commissioners is comprised of five members, representing five districts, who are elected to four year terms. Citrus County operates under a Commission-Administrator form of government since 1980. The five Commissioners serve as the Board of County Commissioners (board of directors) for the County and are responsible for establishing County policies and procedures. The Commissioners appoint the County Administrator as the County's Chief Executive Officer and they appoint the County Attorney as the County's legal advisor.

The County Administrator is responsible for implementing the policies set by the Board of County Commissioners and for the day-to-day operation of the County Government; the departments and divisions of the County report to the County Administrator. To that end, the administrator has the following specific powers and duties to:

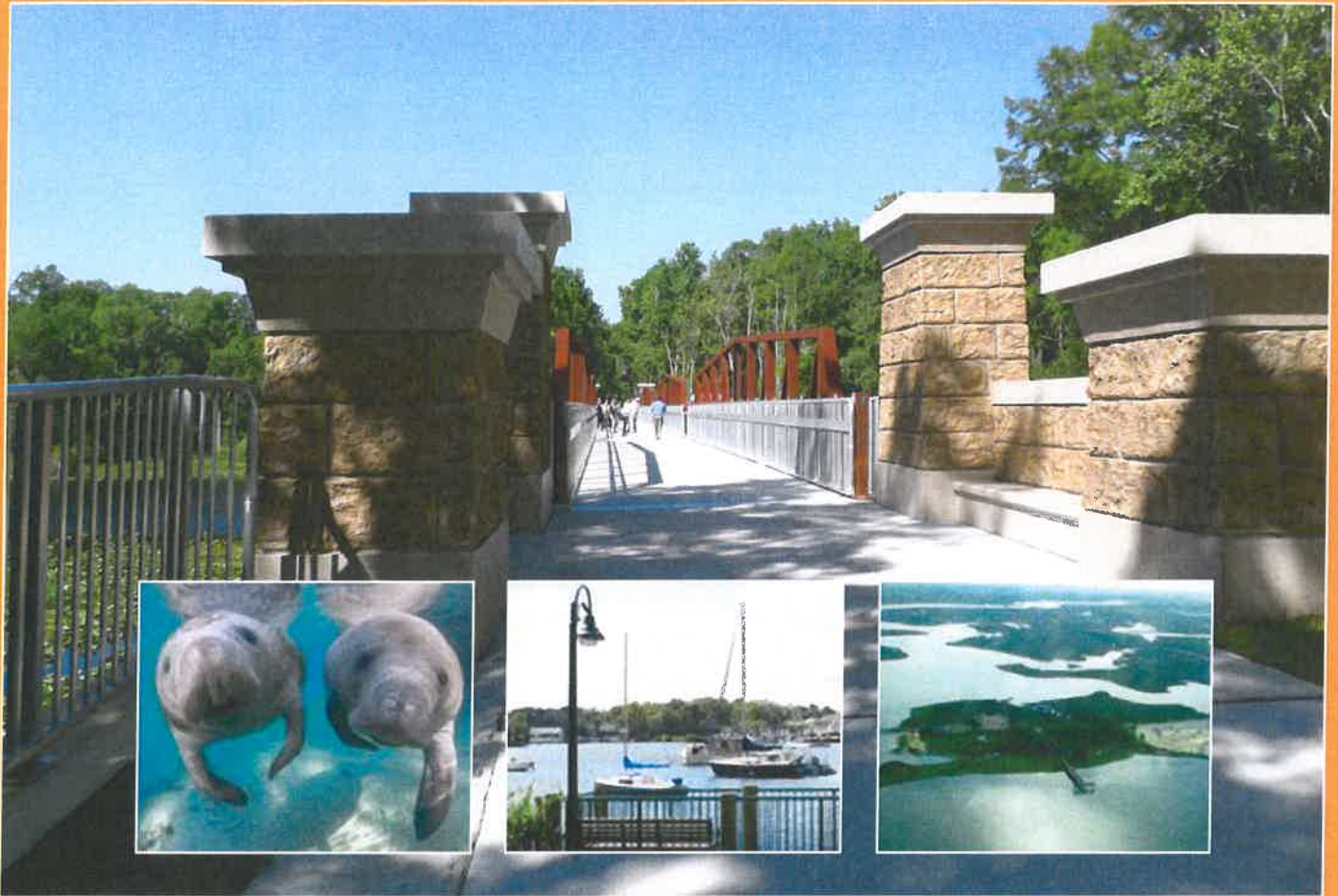
1. Administer and carry out the directives and policies of the Board of County Commissioners and to enforce all orders, resolutions, ordinances and regulations of the board to assure that they are faithfully executed;
2. Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the County and the welfare of its residents;
3. Provide the Board, or individual members thereof upon request, with data or information concerning County government and to provide advice and recommendations on County government operations to the Board;
4. Prepare and submit to the Board of County Commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program;
5. Establish the schedules and procedures to be followed by all County departments, offices and agencies in connection with the budget, and supervise and administer all phases of the budgetary process;
6. Prepare and submit to the Board, after the end of each fiscal year, a complete report on the finances and administrative activities of the County for the preceding year and submit recommendations;
7. Supervise the care and custody of all County property;
8. Recommend to the Board a current position, classification and pay plan for all positions in County service;
9. Develop, install and maintain centralized budgeting, personnel, legal and purchasing procedures;



10. Organize the work of the County departments subject to an administrative code developed by the administrator and adopted by the Board, and review the departments, administration and operation of the County and make recommendations pertaining thereto for reorganization by the Board;
11. Select, employ and supervise all personnel and fill all vacancies, positions or employment under the jurisdiction of the Board except the County Attorney and all employees hired within the office of the county attorney; provided, however, the employment of all department directors shall require confirmation by the Board of County Commissioners;
12. Suspend, discharge or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board;
13. Negotiate leases, contracts and other agreements, including consultant services, for the County subject to the approval of the Board, and make recommendations concerning the nature and location of County improvements;
14. See that all terms and conditions in all leases, contracts and agreements are performed and notify the Board of any noted violations thereof;
15. Order, upon advising the Board, any agency under the administrator's jurisdiction as specified in the administrative code, to undertake any tasks for any other agency on a temporary basis if the administrator deems it necessary for the proper and efficient administration of the County government to do so;
16. Attend all meetings of the Board and be authorized to participate in the discussion of any matter;
17. Perform such other duties as may be required of the administrator by the Board of County Commissioners.

ABOUT THE CANDIDATE

The County Administrator of Citrus County will possess a Bachelor's degree in Public Administration or a related area with at least five years' experience in county or mid-sized municipal government in the State of Florida in an executive position preferred; a Master's degree is preferred. Applicants with extensive experience as an administrator, deputy or assistant administrator in local government preferred. Five years' of private business ownership or in a Senior Executive private sector position with experience related to performance management, benchmarking, strategic planning, financial and budget skill preferred. Current membership in ICMA is desirable. Further, a working knowledge of County or public Port Authority will be a plus. The Board of County Commissioners will consider a satisfactory equivalent combination of education and experience.



The Board is looking for someone who will represent the County, maintain an open door policy, enjoy community involvement and will become well known in the community. The successful candidate will be a leader who is inspirational, has a good sense of humor, outgoing and a sincere commitment to diversity. He/she will have a high degree of integrity and honesty while being an excellent communicator that listens as well as speaks. The Board expects the County Administrator to keep them, all the Board Members, equally informed with unfiltered information.

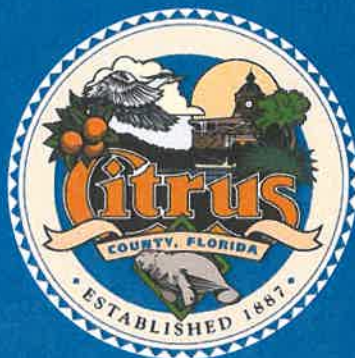
THE IDEAL CANDIDATE

In evaluating applicants for this position the Board will be looking for candidates who have the following characteristics and competencies:

- Must be politically astute without being politically involved.
- Must be professional yet have a "thick skin."
- Well-versed with a working knowledge of Finance and Budgeting
- Hands-on and practical knowledge of public safety services including Fire Rescue.
- Hands-on and practical knowledge of government owned Utilities and Sanitation services, including water quality knowledge.
- A demonstrated knowledge of Economic Development.
- As Citrus County is a year-round Tourism destination for many, the ideal candidate will have working knowledge of Nature and Heritage Based tourism promotion and an understanding of VISIT FLORIDA.
- A good grasp of Redevelopment and Community Redevelopment Agencies.
- A demonstrated understanding of Tax Increment Financing.
- Knowledge and understanding of Federal Emergency Management Agency (FEMA) disaster preparedness and disaster recovery policies and procedures.
- A demonstrated ability to successfully work with other legislative bodies, elected and appointed officials; Municipal, State and Federal.
- Ability to communicate effectively, both verbally and in writing, and to prepare accurate and concise reports and letters.
- Administrative management skills to work independently.
- Ability to develop short and long term capital improvement plans, projects and budgets.
- Ability to perform other reasonably related duties as assigned by the Board of County Commissioners.

RESIDENCY

The County Administrator will be required to live within Citrus County.



COMPENSATION AND BENEFITS

While the salary of the current administrator is \$122,500, the Board of County Commissioners is committed to a starting salary that will be market competitive, depending on the experience and qualifications of the selected individual. In addition, the Board expects to provide an excellent fringe benefit package to the successful candidate. Reasonable relocation expenses will also be negotiable with the successful candidate.

HOW TO APPLY

For additional information on this outstanding opportunity, please contact W. D. Higginbotham, Jr., Senior Vice President, The Mercer Group, Inc. at 727-214-8673, WDHiggin@mercergroupinc.com

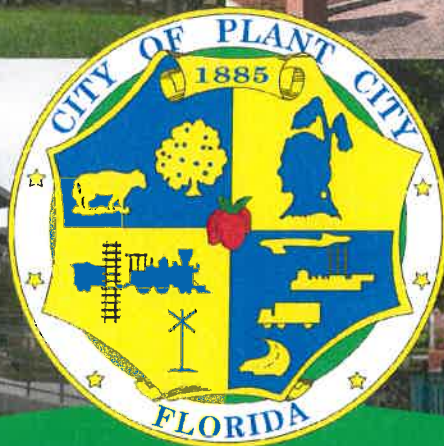
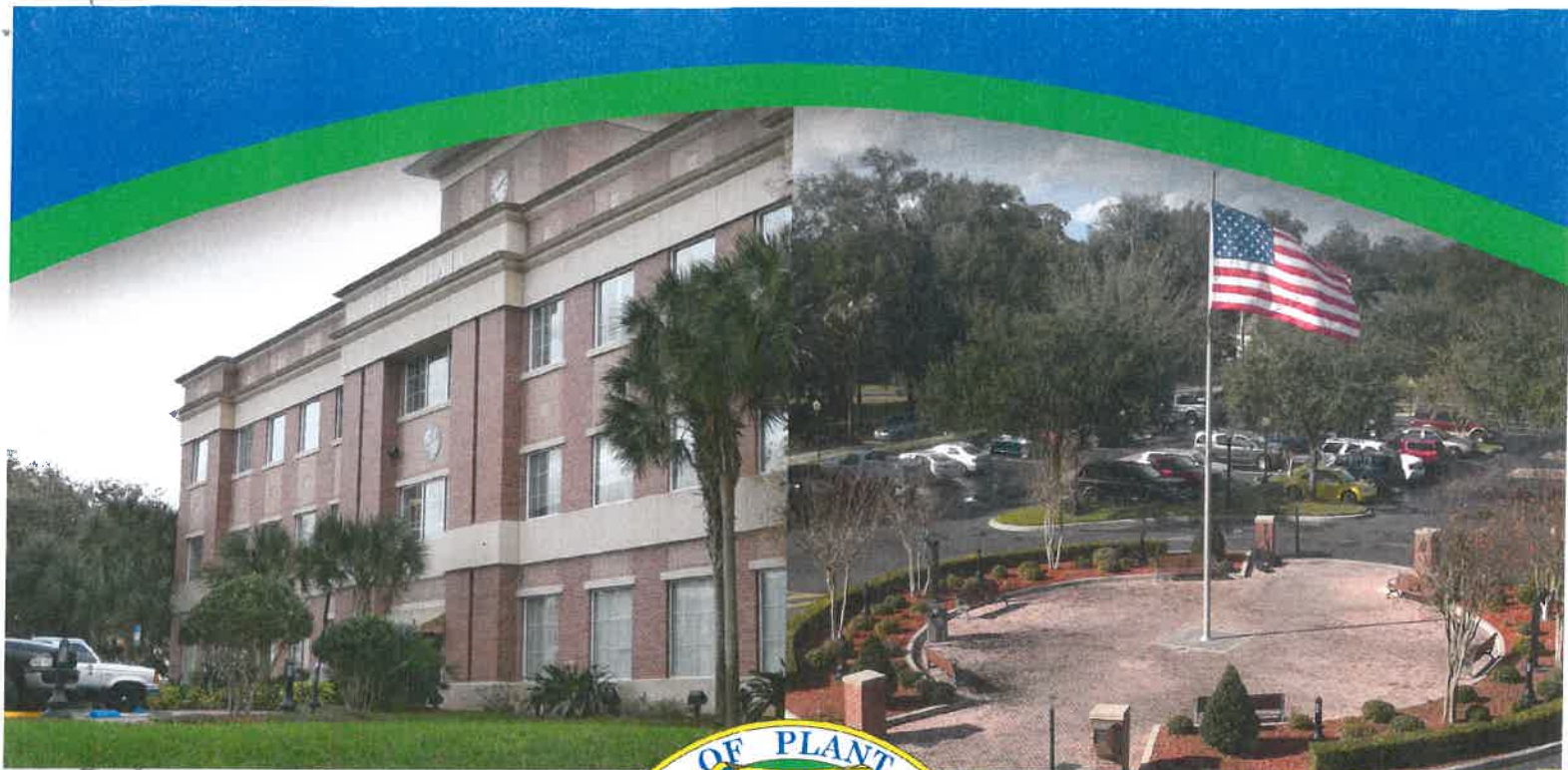
A letter of interest and resume should be sent electronically by the close of business, July 31, 2014 to:
W. D. Higginbotham, Jr.
Senior Vice President
The Mercer Group, Inc.
9123 Cherry Trace
Seminole, FL 33777
Email - WDHiggin@mercergroupinc.com

Resumes are subject to the provisions of Florida Public Records Statutes

Citrus County, Florida, is an Equal Opportunity Employer. Citrus County does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, political ideas, or disability in employment or in the provision of services.



The Mercer Group, Inc.
Consultants To Management



THE CITY OF
PLANT CITY, FLORIDA

invites your interest in the position of

CITY MANAGER

PLANT CITY — AN OUTSTANDING OPPORTUNITY



COMMUNITY

The City of Plant City is home to 35,000 residents and a land mass of 28 square miles. Plant City is geographically located in the middle of the west coast of Florida, approximately 25 miles east of Tampa, immediately west of Lakeland, and 70 miles west of Orlando. Plant City is located in northeast Hillsborough County, which is the fourth largest county in Florida.

Plant City has adopted the theme of "Embracing the Future, While Preserving the Past" as it captures the residents desire to adapt and plan for expected growth, while protecting the enduring assets and hometown charm of Plant City. Plant City is known as the winter strawberry capital of the world and hosts the annual Florida Strawberry Festival in the late winter, beginning the last Thursday in February and continuing for 11 days in March. The annual Festival is attended by people from all over the United States as well as many people from around the world.

Plant City's original name was Ichepucksassa after the Seminole Indian village that once occupied the territory. So much confusion was created with the spelling and pronunciation that the Irish postmaster renamed the village Cork, after his home city.

Chartered in 1885, many people believe the City was named for the flora (especially vegetables and fruits, as well as tropical houseplants) grown at local nurseries in its tropical Gulf Coast climate. However, the City was actually named after prominent railroad developer of the time, Henry B. Plant, who extended the South Florida Railroad into the area in 1884.

Plant City is directly served by U.S. Highway 92 and Interstate-Four (I-4) through the City, while State Roads 39, 60, and 574 also provide easy access to the City. The City is also serviced by railroad from both the CSX S line (north-south) and the CSX A line (east-west).

The Plant City Airport is located three miles from the City's Historic Downtown Business District and has a 3,950 foot runway with beacon, lighted windsock, and pilot instrument approach, and provides service and maintenance for private plane owners.

The City owns and operates its own water, wastewater, and solid waste systems. Water is obtained from four deep wells owned and operated by the City. Wastewater is treated at the City's Water Reclamation Facility, which underwent a \$56 million upgrade and expansion in 2008, with a total capacity of 10 million gallons per day, sufficient to handle projected growth through 2025.

Light, clean industry is encouraged in the City. There are over 2,000 acres of privately owned industrial parks. Among industries located in the City are James Hardie Building Products, International Paper, Paradise Fruit, Kerry Ingredients & Flavours, and Tata Tea.

Plant City has its own municipal library which has over 120,000 items in a variety of formats, including books, DVDs, audiotapes, CD-ROMs, magazines, and the ability to borrow from a regional library collection. The City offers 158 acres of public parks; playgrounds; athletic fields and courts; recreation centers; a 6,700 seat softball stadium, home of the International Softball Federation; and six miles of recreational trails.

Plant City has fourteen public schools:

- Advantage Academy of Hillsborough (K-8)
- Burney Elementary (PK-5),
- Bryan Elementary (PK-5),
- Jackson Elementary (K-5),
- Lincoln Elementary Magnet (PK-5),
- Walden Lake Elementary (K-5),
- Wilson Elementary (PK-5),
- Marshall Middle (6-8),
- Tomlin Middle (6-8),

- Plant City High School (9-12),
- Simmons Career Center (11-12),
- Simmons Exceptional Center (K-12),
- Teen Parent East Program (K-12) and
- Plant City Adult Learning Lab (GED Prep)

Five private schools:

- Evangelical Presbyterian Church Learning Center (PK),
- First Presbyterian Learning Center II (PK-K),
- Palnez Academy (PK-6) and
- St. Clement Early Education Center (PK).and
- Plant City's First Baptist Church Learning Center (PK).

Learn more by visiting the official site of the City of Plant City, Florida www.plantcitygov.com

ABOUT THE GOVERNMENT AND THE POSITION

The City of Plant City operates on a commission/city manager form of government. The City has five elected City Commissioners, who serve as the policy-making body of the City, serving three-year staggered terms. One of the commissioners is appointed in June by the City Commission to serve as Mayor for an annual term.

The City Commission appoints the City Manager who shall be the administrative head of the municipal government under the direction and supervision of the City Commission, and he/she shall hold office at the pleasure of the City Commission.

As provided in the City's Municipal Code, The City Manager shall be responsible to the City Commission for the proper administration of all affairs of the City, and to that end his/her powers include:

- To see that the laws and ordinances are enforced.
- Except for the City Attorney and City Clerk, the City Manager appoints all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone.
- To exercise control with direct supervision over all departments and divisions of the municipal government, including public utilities owned or operated by the City.
- To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof he/she shall report same to the City Commission, and call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- To attend all meetings of the City Commission, and of its committees; with right to take part in the discussions, but without having a vote.
- To recommend to the City Commission for adoption such measures as he/she may deem necessary or expedient in the interest of the City.
- To keep the City Commission fully advised as to the financial condition and needs of the City, and to submit for its consideration an annual budget.
- To perform such other duties as may be prescribed under the City's Municipal Code, or as may be required of him/her by ordinance or resolution of the City Commission.

ABOUT THE CANDIDATE

The City Manager of the City of Plant City is required to possess a Bachelor's degree in Public Administration or a related field with a Master's degree preferred and at least three to five years of municipal management experience as a City Manager or Assistant City Manager (or equivalent executive position) in a city equal to or larger in size than Plant City. The City Commission expects the successful candidate to be a member in good standing of the International City/County Management Association (ICMA). Evidence of continued professional development is also important.

The City Commission is looking for someone who will represent the City, maintain an open door policy, enjoy community involvement and will become well known in the community. The successful candidate will be a leader who is inspirational, has a good sense of humor, out-going and a sincere commitment to diversity. He/she will have a high degree of integrity and honesty while being an excellent communicator that listens as well as speaks. The City Commission expects the City Manager to keep them, all the City Commission Members, equally informed with unfiltered information.



The new City Manager will have the following Knowledge, Skills, and Abilities:

- Well-versed with a working knowledge of Finance and Budgeting
- Hands-on and practical knowledge of municipal public safety services including Fire Rescue and Police.
- Hands-on and practical knowledge of municipal and government owned Utilities and Sanitation services.
- A demonstrated knowledge of Economic Development.
- Demonstrated knowledge and experience dealing with Growth Management issues.
- A good grasp of Redevelopment and Community Redevelopment Agencies.
- A demonstrated understanding of Tax Increment Financing.
- Knowledge and understanding of Federal Emergency Management Agency (FEMA) disaster preparedness and disaster recovery policies and procedures.
- A demonstrated ability to successfully work with other legislative bodies, elected and appointed officials; County, State and Federal.



RESIDENCY

The City Manager will be expected to live within the community.

COMPENSATION AND BENEFITS

While the starting salary is expected to be within a range of \$120,000 to \$135,000 annually, the City Commission is committed to a starting salary that will be market competitive, depending on the experience and qualifications of the selected individual. In addition, the City Commission expects to provide an excellent fringe benefit package to the successful candidate. Reasonable relocation expenses will also be provided to the successful candidate.



HOW TO APPLY

For additional information on this outstanding opportunity, please contact W. D. Higginbotham, Jr., Senior Vice President, The Mercer Group, Inc. at 727-214-8673, WDHiggin@mercergroupinc.com

A letter of interest and resume should be sent electronically by the close of business, June 30, 2014 to:

**W. D. Higginbotham, Jr.
Senior Vice President
The Mercer Group, Inc.
9123 Cherry Trace
Seminole, FL 33777
Email: WDHiggin@mercergroupinc.com**

Resumes are subject to the provisions of Florida Public Records Statutes

The City of Plant City, Florida, is an Equal Opportunity Employer. The City of Plant City does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, political ideas, or disability in employment or in the provision of services.



The Mercer Group, Inc.
Consultants To Management



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR THE
CITY MANAGER
ON BEHALF OF THE
CITY OF PORT ORANGE, FLORIDA



S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000 | F 850.391.0002
info@srnsearch.com

1102 S. Austin Ave 110-295, Georgetown, TX 78626
P 512.843.5439 | F 850.391.0002
infotx@srnsearch.com

www.srnsearch.com



October 7, 2014

Mayor Allen Green
and Members of the City Council
c/o Ms. Lisa Pallante, Interim Purchasing Manager
City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Dear Mayor Green and Council Members:

We appreciate the opportunity to provide the City of Port Orange with a proposal to conduct a search for City Manager. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the City of Port Orange, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates was recently incorporated in the State of Florida and is a small, woman-owned business. For the last ten years, Ms. Narloch, President, has served as the Senior Vice President of Recruitment for a nationwide public sector consulting firm, responsible for recruitments in 40 states, including Florida. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.
- S. Renée Narloch & Associates is currently conducting City/County Manager recruitments on behalf of Palm Beach County, FL (County Administrator) and Franklin County (Columbus), OH (County Administrator), as well as the Director of Law for the City of Wichita. Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Fort Lauderdale, FL (City Manager; City Attorney; Building Official); Town of Palm Beach, FL (Town Manager); Town of Jupiter, FL (Town Manager); City of Miami Beach, FL (City Manager in 2002 and 2013); City of Ocala, FL (City Manager); City of Dallas, TX (City Manager; Assistant Director of Water Utilities; Assistant Director of Transportation Operations); Broward County, FL (County Attorney; Port Everglades CEO/Executive Director; several other positions); Pasco County, FL (County Manager); Alachua County, FL (County Manager); Lee County, FL



(County Manager; County Attorney); Sumter County, FL (Public Works Director; Assistant Public Works Director); City of Coconut Creek, FL (City Attorney); City of Hallandale Beach, FL (Finance Director); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of Port Orange. A sample of her past clients is included in our proposal (Clients, Page 7).

- ◆ S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch
President

TABLE OF CONTENTS

THE TEAM

S. RENÉE NARLOCH, PRESIDENT.....	1
RACHEL HANSELMAN, SENIOR CONSULTANT	1
DANIELLE PERVINICH, SENIOR CONSULTANT	1

ABOUT US

OUR UNDERSTANDING OF THE REQUESTED SERVICES	2
PRIMARY CONTACT.....	2
OUR FIRM HISTORY AND EXPERIENCE	2
SMALL BUSINESS CERTIFICATION	3
STATEMENT OF PROFESSIONAL STANDARDS.....	3

CLIENTS/REFERENCES

CLIENTS.....	4
REFERENCES	5

PROJECT SCHEDULE

OUR RECRUITMENT PROCESS

DEVELOPING THE CANDIDATE PROFILE.....	7
ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE	7
RECRUITING CANDIDATES	7
SCREENING CANDIDATES	8
PRELIMINARY INTERVIEWS.....	8
PUBLIC RECORDS SEARCH.....	8
RECOMMENDATIONS.....	8
FINAL INTERVIEWS.....	8
BACKGROUND CHECKS /DETAILED REFERENCE CHECKS.....	9
NEGOTIATIONS.....	9
COMPLETE ADMINISTRATIVE ASSISTANCE.....	9

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES.....	10
GUARANTEE	10

SAMPLE BROCHURE/ADVERTISEMENT

11

THE TEAM

Our team at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. Ms. Narloch will be the lead consultant for the City Manager recruitment for the City of Port Orange, with assistance from Ms. Rachel Hanselman and Ms. Danielle Pervinich.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our offices located in Tallahassee, Florida, and Georgetown (Austin), Texas. She is recognized as one of the nation's leading recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent 10 years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

RACHEL HANSELMAN, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Hanselman is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Hanselman had eight years of experience managing her own retail business. Ms. Hanselman received her Bachelor of Arts degree in Business Administration from Flagler College, Tallahassee, Florida.

DANIELLE PERVINICH, SENIOR CONSULTANT

Ms. Pervinich is the Senior Consultant responsible for the S. Renée Narloch & Associates office in Georgetown (Austin), Texas. She concentrates on client outreach and business operations. Ms. Pervinich previously worked for a local city government growth management department in the Austin area, which has given her great insight into the needs of our clients. She has seven years of experience working in executive administration in both local government and non-profit sectors. Ms. Pervinich received her Bachelor of Arts degree in Communication Studies from Southwestern University, Georgetown, Texas.

ABOUT US

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the City of Port Orange in the recruitment of the new City Manager. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process and will work closely with the City to protect the integrity of the recruitment and to ensure a successful outcome. The City can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the City Manager recruitment for the City of Port Orange. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000 | F: 850.391.0002
Email: reeneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the City of Port Orange that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates was recently incorporated in the State of Florida and is a small, woman-owned business. For the last ten years, Ms. Narloch has served as the Senior Vice President of Recruitment for a nationwide public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. We have offices in Tallahassee, Florida, and Georgetown (Austin), Texas.

S. Renée Narloch & Associates is currently conducting City/County Manager recruitments on behalf of Palm Beach County, FL (County Administrator) and Franklin County (Columbus), OH (County Administrator). Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the City of Fort Lauderdale, FL (City Manager; City Attorney; Building Official); Town of Palm

Beach, FL (Town Manager); Town of Jupiter, FL (Town Manager); City of Miami Beach, FL (City Manager in 2002 and 2013); City of Ocala, FL (City Manager); City of Dallas, TX (City Manager; Assistant Director of Water Utilities; Assistant Director of Transportation Operations); Broward County, FL (County Attorney; Port Everglades CEO/Executive Director; several other positions); Pasco County, FL (County Manager); Alachua County, FL (County Manager); Lee County, FL (County Manager; County Attorney); Sumter County, FL (Public Works Director; Assistant Public Works Director); City of Coconut Creek, FL (City Attorney); City of Hallandale Beach, FL (Finance Director); and many others. Ms. Narloch will conduct the recruitment for the City Manager for the City of Port Orange. A sample of her past clients is included in our proposal (Clients, Page 7). She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 6).

We maintain a database of potential candidates, and our nationwide network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates nationwide, will ensure the City of Port Orange has a quality group of finalists from which to select the new City Manager.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is by federal and state guidelines considered a small, woman-owned business based on the size of our firm, our annual business earnings and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships which depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities which violate antitrust laws.

Communication between us, our clients, and candidates are impartial and accurate, and we make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

Wayne County, MI

Deputy Chief Director of Personnel and Chief Deputy CFO/2010

Broward County, FL

Assistant Director of Economic & Small Business Development/2010; County Attorney/2011; Port Everglades Chief Executive/Port Director/2012; Port Everglades Director of Business Development/2012

Sumter County, FL

Public Works Director/2010; Fire Chief/2011; Development Services Director/2012

San Antonio Housing Authority (SAHA), TX

Development Services & Neighborhood Revitalization Officer/2010 and Director of Human Resources & Employee Development/2010; Director of Community Development Initiatives/2012; Director of Information Technology/2012; Chief Operations Officer/2012

SOS Children's Villages - Florida

Chief Executive Officer/2012

Virginia Commonwealth University (VCU), Richmond, VA

Police Chief/2010

New Orleans Redevelopment Authority, LA

Executive Director/2010

City of Oak Creek, WI

City Administrator/2010

Houston Housing Authority, Houston, TX

President/CEO/2011

City of Durham, NC

Director of Technology Solutions/2010

City of Fort Lauderdale, FL

City Manager/2011; City Attorney/2012;

Building Official/2014

City of Topeka, KS

City Manager/2012

Rochester-Genesee Regional Transportation Authority (RGRTA), NY

Chief Executive Officer (CEO)/2010

City of Arlington, TX

Deputy City Manager/2011

Parks & Recreation Director/2012

Florida Public Transportation Association (FPTA)

Executive Director/2011

Early Learning Coalition of Broward County, Inc.

Chief Executive Officer/2011

City of Gainesville, FL

City Attorney/2012

Housing Authority of the City of Austin, TX

President/CEO/2012

City of Dallas, TX

Assistant Director of Transportation Operations/2012; Assistant Director of Water Utilities/2012; City Manager/2013

El Paso Water Utilities-Public Service Board, TX

President/CEO/2012

City of Miami Beach, FL

City Manager/2012

Louisiana Housing Corporation, LA

Executive Director/2012

Children's Board of Hillsborough County

Executive Director/2012

Alachua County, FL

County Manager/2013

Housing Authority of the City of Brownsville, TX

Chief Executive Officer/2013

Pasco County, FL

County Manager/2013

Lee County, FL

County Manager/2013; County Attorney/2013

Pinellas Suncoast Transit Authority (PSTA), FL

Chief Financial Officer/2013

City of Tallahassee, FL

Consolidated Dispatch Intergovernmental Agency Director, Human Resources Manager, Fire Chief, and Director of Airport/2013

Orange County, FL

Chief of Corrections

Hillsborough County, FL Head Start Division

Director/2013

City of Quincy, FL

Finance Director/2013

Fort Worth Housing Authority, TX

President/CEO/2013

Wake County, NC

County Manager/2013

Metropolitan Washington Airports

Authority

Vice President for Public Safety/2013

Scott Emergency Communications Center

(Scott County, Iowa)

Emergency Services Dispatch Director/2013

City of Virginia Beach, VA

Deputy City Manager/2014; Assistant Human Services Director/2014

City of Coconut Creek, FL

City Attorney/2014

City of North Port, FL

City Attorney/2014

REFERENCES

Clients and candidates provide the best testament of our ability to conduct quality searches. Listed below are a few clients for whom S. Renée Narloch & Associates' recruiters have conducted searches. The average tenure of placements is approximately five years.

CLIENT: City of Coconut Creek, FL
REFERENCE: Ms. Mary Blasi, City Manager
4800 W Copans Road, Coconut Creek, FL 33063
(954) 973-6720; MBlasi@coconutcreek.net
POSITION: City Attorney

CLIENT: City of Hallandale Beach, FL
REFERENCE: Ms. Nydia Rafols Salleberry, Deputy City Manager
400 Federal Hwy, Hallandale Beach, FL 33009
(954) 457-1338; Nrafols@hallandalebeachfl.gov
POSITION: Finance Director

CLIENT: Wake County (Raleigh), NC
REFERENCE: Ms. Angela Crawford, Human Resources Director
336 Fayetteville Street, Suite 300, Raleigh, NC 27602
(919) 856-6104; Angela.Crawford@wakegov.com
POSITION: County Manager

CLIENT: Sumter County, FL
REFERENCE: Ms. Kitty Fields, Human Resources Manager
7375 Powell Road, Wildwood, FL 34785
(352) 689-4423; kitty.fields@sumtercountyfl.gov
POSITION: Public Works Director; Assistant Public Works Director; Development Services Director; Fire Chief

PROJECT SCHEDULE

We are available to begin the search for the City Manager immediately, and our current workload is such that we can ensure the City will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meeting with the City staff and others involved in the process
2	Develop recruitment brochure and advertisements
3	City reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the City staff and others involved in the process
15	Candidates interview with the City, follow-up interviews, and consultant reference/background checks
16	Candidate selected

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the City of Port Orange has a pool of high-quality candidates from which to select the new City Manager. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City's requirements will be the foundation to a successful search. We will work directly with City staff and others involved in the process in order to learn as much as possible about what the organization expects of a new City Manager. We can also meet with other key staff or community members to gather input. We want to learn about the values and culture of the organization, as well as to understand the current issues, challenges, and opportunities that face the City of Port Orange. We also want to be fully acquainted with the City's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the City Manager search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and develop a professional recruitment brochure on the City's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the City of Port Orange.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a detailed, written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the

candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the City with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the City of Port Orange is \$24,000, including actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including three (3) days of meetings on site. Expenses are include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment for interviews, and candidates' travel for interviews, are the responsibility of the City of Port Orange.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the City will reimburse them directly for reasonable airfare, hotel, and auto expenses, if allowed. We advise candidates what is standard and customary in the industry, as well as the City's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the City of Port Orange monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of invoice within 30 days of receipt by the City. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within the first year of employment, we will conduct the search again at no cost (with the exception of expenses) to the City. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision.

SAMPLE BROCHURE & AD

Ms. S. Renée Narloch has over 25 years of public sector recruitment experience, including conducting more than 400 searches for a variety of clients nationwide.

In March of 2014, Ms. Narloch transitioned from Senior Vice President of Recruitment of a national public sector search firm for the last 10 years to become the owner and Chief Executive Officer of her own small, minority-owned (woman) search firm.

As requested in the City's RPF, attached is a sample recruitment brochure and a sample advertisement created by Ms. Narloch for one of her former clients. These serve as samples of the professional materials Ms. Narloch will produce on behalf of the City of Port Orange for the City Manager recruitment.



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP #14-32

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Proposal Name: **Executive Management Search Firm Services**

Proposal Release Date: September 19, 2014

Last Day for Questions: September 30, 2014 at 5:00 P.M.

Proposal Due Date & Time: October 7, 2014 at 10:00 A.M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: NP&S Management Inc. dba S. Renée Narloch & Associates

PROPOSER'S MAILING ADDRESS: 2910 Kerry Forest Okwy D4-242

CITY-STATE-ZIP: Tallahassee, FL 32309

PHONE NUMBER: (850) 391-0000 EMAIL: info@srnsearch.com

ACKNOWLEDGMENT OF ADDENDA: **(You must circle the correct # of addenda issued)** ① 2 3 4 5

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X 
AUTHORIZED SIGNATURE (MANUAL)

S. Renée Narloch

NAME (TYPED)

President

TITLE

10/1/14

DATED

SECTION 00130

TOTAL GUARANTEED MAXIMUM PROPOSAL

RFP #14-32 Executive Management Search Firm Services

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents. The undersigned offers to furnish all materials, equipment and labor for services to conduct an executive search for the City Manager position for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The vendor shall perform these obligations for the guaranteed maximum price listed below and made a part of this Bid.

Company Name: NP&S Management Inc. dba S. Renée Narloch & Associates

Submitted on: October 7, 2014

Contact Person / Title: S. Renée Narloch, President

Mailing Address: 2910 Kerry Forest Pkwy D4-242 **State:** FL **Zip:** 32309

Phone: (850) 391-0000 **Fax:** (850) 391-0002 **E-mail:** info@srnsearch.com

Signature:  **Title:** President

TOTAL GUARANTEED MAXIMUM PROPOSAL:

Twenty-Four Thousand Dollars
(In Words)

Dollars \$ 24,000 (In Figures)

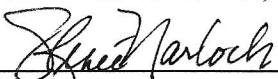
All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the bid price.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

S. Renée Narloch Authorized Agent or Official for S. Renée Narloch & Associates by signing below hereby certifies that neither he/she nor the firm of S. Renée Narloch & Associates is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: 

President/Authorized Agent or Official

Witnessed By: Rachel Hanselman, Senior Consultant

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 5th day of October, 2014, by S. Renée Narloch, President, Authorized Agent or Official of S. Renée Narloch & Associates a Florida Company, who is ☒ personally known to me or ☐ who has produced _____ as identification and who did (did not) take an oath.




Notary Public, State of Florida
Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

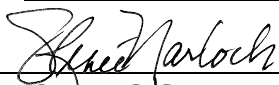
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: NP & S Management Inc. dba S. Renée Narloch & Associates

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

PRINTED SIGNATURE: S. Renée Narloch

TITLE: President

ADDRESS: 2910 Kerry Forest Pkwy D4-242

CITY: Tallahassee STATE: FL ZIP CODE: 32309

TELEPHONE: (850) 391-0000 FAX: (850) 391-0002

COMPLETION TIME: _____

F.E.I.N. NUMBER: 46-5105865

NO Proposal may be withdrawn for a period of sixty (60) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 00190

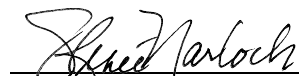
DRUG FREE PREFERENCE STATEMENT

In the event of a tie Proposal a preference is given to vendors submitting a certification with their Proposal/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



PROPOSER'S SIGNATURE



NPSMA-1

OP ID: NK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2014

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

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

PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 Bobby Bacon		Phone: 850-878-2121 Fax: 850-878-2128	CONTACT NAME: Bobby Bacon/Nancy Klucher PHONE (A/C, No, Ext): 850-878-2121 FAX (A/C, No): 850-878-2128 E-MAIL ADDRESS: bbacon@earlbacon.com/nkluch@earlbacon.com												
INSURED NP&S Management, Inc. 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Continental Casualty Company</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: Transportation Ins. Company</td><td>NAIC # 20494</td></tr><tr><td>INSURER C:</td><td></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>		INSURER A: Continental Casualty Company	NAIC # 20443	INSURER B: Transportation Ins. Company	NAIC # 20494	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Continental Casualty Company	NAIC # 20443														
INSURER B: Transportation Ins. Company	NAIC # 20494														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			B6011522979	06/15/2014	06/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A			WC611522982	06/15/2014	06/15/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab Claims Made			586474898 RETRO DATE 6/15/14	06/15/2014	06/15/2015	Liability \$ 1,000,000 DED 2,500

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

CERTIFICATE HOLDER**CANCELLATION**

PROPO-2

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

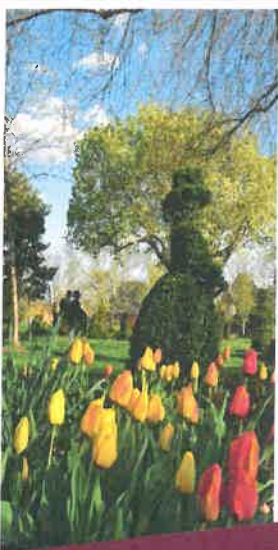
AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Note: Actual brochure is printed on glossy card stock as a bi-fold brochure.



**S. RENÉE NARLOCH
& ASSOCIATES**
PROFESSIONAL EXECUTIVE RECRUITMENT



FRANKLIN COUNTY, OH

INVITES YOUR INTEREST IN THE POSITION OF

**COUNTY
ADMINISTRATOR**

THE COMMUNITY

The fastest growing county in Ohio, Franklin County is home to 1.3 million residents, making it Ohio's second most populous county and the 30th largest county in the nation. The county seat of Franklin County is Columbus, which is the state capital and the most populous city in the state. Franklin County is in Central Ohio and encompasses 543 square miles, including approximately 11 square miles of inland water. The County was established on April 30, 1803, less than two months after Ohio became a state, and was named after Benjamin Franklin.

Franklin County is recognized as one of the best managed counties in America in a study conducted by Governing Magazine and Syracuse University. In a five-tiered evaluation of overall management, only four counties in America ranked higher than Franklin County. The County maintains the highest long-term bond rating issued by both Moody's Investor Services (Aaa) and Standard & Poor's (AAA) for its general obligation debt. These ratings place Franklin County among the top 1.8% percent of counties nationwide. The area has created more jobs than any other area in Ohio in the past few years and has become a model for streamlining government and the strategic investing of public monies to ensure economic diversity and growth, even during challenging financial times.

Franklin County is a business-friendly community with a relatively low cost of living, a solid manufacturing sector which includes prominent companies such as Honda and Worthington Industries, as well as a strong retail, insurance and financial services sector--including JPMorgan Chase and Huntington Bank. The area is also home to the Edison Welding Institute, a privately funded initiative that conducts cutting-edge manufacturing research and the Battelle Memorial Institute, the world's largest independent scientific research center. Five Fortune 500 companies have headquarters in the Columbus region: Nationwide Insurance; Limited Brands; Big Lots; Cardinal Health, a pharmaceuticals distributor; and American Electric Power utility company.

Franklin County is proud to be home to the No. 1 zoo in America, the Columbus Zoo & Aquarium; the Columbus Metropolitan Library, awarded the National Library of the Year in 2010 and National Medal for Museum and Library Service in 2011; and the Center of Science and Industry (COSI), named the top science center for families in the nation by Parent Magazine in 2008. The area has a workforce that is younger and better educated

than the national average. Some

140,000 students are enrolled in the region's more than 60 colleges and universities.

The County is home to one of the largest land grant universities in the United States, The Ohio State University, which

has approximately 57,000 students on its main campus in Columbus. Other higher educational opportunities are available at Capital University, Columbus College of Art and Design, and Columbus State Community College, among others.

The County has made great strides in redeveloping its downtown and riverfront districts. In addition, there are major initiatives underway to provide new and improved infrastructure and increase the local housing stock.

The area offers many options for shopping, dining, recreation and cultural events. For the sports-minded individual, in addition to all the sporting events held at Ohio State and other area schools, Franklin County and Columbus have the NHL Columbus Blue Jackets playing at Nationwide Arena and the Columbus Clippers, a Triple-A minor league baseball team, at Huntington Park. Both Huntington Park and the franchise for the baseball team are owned by Franklin County. Columbus is also home to the Columbus Crew, a major league soccer team.

Demographics of the area are: White, 67.3%; Black, 21%; Hispanic, 4.8%; Asian, 3.8%; Other, 3.1%. The median household income for a family is \$60,158. The regional climate is temperate with temperatures ranging, on average, from 85 degrees in July to the mid 20's in January.

THE ORGANIZATION

The Franklin County Board of Commissioners is the general administrative body of the County and sets its strategic direction and fiscal priorities. The Board consists of three commissioners elected to four-year staggered terms. The Board of Commissioners is given and takes its authority



from the Ohio Revised Code to serve as the sole taxing authority for the county. The Board also has responsibility as the budgeting and appropriating authority for the county government, including 35 county agencies and elected officials.

The Franklin County government is known for its leadership and continues to be recognized nationally for sound financial planning and overall excellent management practices. The Board of County Commissioners manages an annual budget of \$1.35 billion and works alongside business and community leaders to preserve the high quality of life that makes Franklin County a great place to live, work and play. The Commissioners' goals reflect their priorities to provide community safety, security and effective justice; promote job creation, strategic economic development and fiscal security; provide supportive health and human services; promote good stewardship of natural resources, environmental sustainability and civic engagement; and provide efficient, responsive and fiscally sustainable government operations.

The County has maintained a prudent and sustainable long-range budgeting strategy to remain among the best managed counties in the nation. As such, the County reduced expenditures in response to declining revenues as a result of the recent economic downturn. The County is currently facing increased challenges and responsibilities that come with substantial growth, including the need for additional economic development and job creation; increased public safety; future infrastructure needs; rising poverty rate; and increased health and human services needs.

THE POSITION

The Board of County Commissioners appoints the County Administrator who, along with three Deputy County Administrators, is responsible for the general administration of the county's 14 departments and oversight of the County's 1,400 employees, including departments that administer human services, economic development and sanitary engineering. The Directors of three of the departments (Public Facilities Management, Homeland Security & Justice Programs, and Public Affairs) currently report directly to the Administrator. The other department Directors report to one of the Deputy County Administrators. The County Administrator assists in the administration, enforcement, and execution of the policies and resolutions of the Board of County Commissioners. The County Administrator advises the Commissioners on financial matters and services, attends Board meetings, recommends measures for adoption to the Board, and keeps the Board fully advised on matters related to the County. Additional expectations of the County Administrator include:

- Making decisions based on the health, welfare, and success of the County
- Inspiring individual and organizational excellence
- Presenting complex information in a clear manner to diverse audiences
- Establishing and maintaining strong and trusting

partnerships

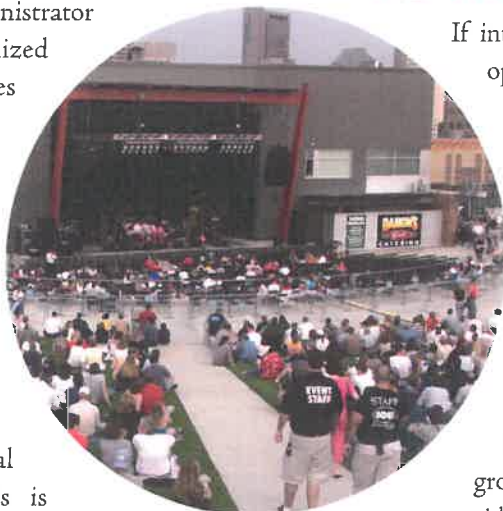
- Formulating objectives and priorities and implementing plans consistent with the Board's directives and goals
- Communicating a clear and compelling vision that provides employees with a sense of direction and solicits broad support from key stakeholders
- Understanding the wider economic, social, and political costs and benefits to the County of proposed actions
- Encouraging new ideas and innovations
- Planning and thinking strategically
- Leveraging technology to enhance customer service and operating efficiencies

Franklin County seeks a leader who is innovative, strategic, an excellent communicator, and committed to public service as its next County Administrator.

Effectively communicating with the Board, staff, community groups and partners, media, and other government and regulatory agencies to maintain and strengthen partnerships and community efforts is essential. Desired strengths in the next County Administrator include financial management and budgeting skills, revenue forecasting, and long-range planning to maintain the County's solid financial position and its current excellent Bond ratings. The Administrator is expected to exhibit good stewardship of



the County's resources and be proactive to prepare the County for growth. The next County Administrator should be able to identify underutilized resources, maintain and expand services and facilities required to accommodate growth, and to ensure the continued improvement of customer services. The County is in the early stages of building a \$200 million jail facility, as well as several other major projects.



A dynamic, approachable leader who has an innovative, collaborative management style with exceptional interpersonal and communication skills is needed. The ideal candidate will be diplomatic, politically astute, apolitical, and be able to work effectively with the Board, Constitutional Officers and other governmental officials, including city/state/federal agencies, as well as many external agencies and partners. The ideal candidate will be a compassionate, confident manager who motivates and mentors staff and emphasizes a culture of providing exceptional customer service. The successful candidate should possess a Bachelor's degree in Public or Business Administration, Public Policy, Finance, Economics, or a similar field; a Master's degree is preferred. Additionally, the candidate will have at least ten (10) years of executive level management experience, preferably as a County/ City Manager, Deputy/ Assistant Manager, or executive leader in an organization of similar structure, size and complexity. The successful candidate should also have considerable knowledge of and experience in capital improvements, economic development, community relations, budget management, strategic planning, performance measurements, project management, human resources and labor relations.

THE COMPENSATION

The salary for this position is open and dependent upon qualifications. Starting salary will be based upon the knowledge, skills, and experience of the individual selected. In addition, the County offers an excellent benefits package

TO APPLY

If interested in applying for this outstanding opportunity, please visit our website at www.bobmurrayassoc.com and follow the prompt to create a profile and apply online. Resume review will begin November 10, 2014; the position is open until filled. Resumes will be screened according to the qualifications outlined above. The most qualified applicants will be invited to screening interviews with S. Renée Narloch & Associates. A select group of candidates will then be asked to provide references upon determination that they may be recommended as finalists; references will be contacted only following candidate approval. Final interviews will be held with Franklin County. Candidates will be advised of the status of the recruitment following the selection of the County Administrator. Questions regarding this recruitment may be directed to Ms. S. Renée Narloch, President, at info@srnsearch.com or call 850-391-0000. Franklin County is an Equal Opportunity/ADA Employer.



**S. RENÉE NARLOCH
& ASSOCIATES**
PROFESSIONAL EXECUTIVE RECRUITMENT

2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P 850.391.0000 | F 850.391.0002

1102 S. Austin Ave 110-296
Georgetown, TX 78626
P 512.843.5439 | F 850.391.0002
www.srnsearch.com | info@srnsearch.com

**FRANKLIN COUNTY, OHIO
COUNTY ADMINISTRATOR**

Franklin County (pop. 1.3 million) is the second most populous county in Ohio and the 30th largest county in the nation. The county seat, Columbus, is the state capital and the most populous city in the state. Franklin County is a Constitutional County governed by a three-member Board of Commissioners that employs 1,400 personnel and administers a total operating budget of approximately \$1.35 billion. The County is recognized as one of the best managed counties in America in a study conducted by Governing Magazine and Syracuse University. The Board of County Commissioners appoints the County Administrator who, along with three Deputy County Administrators, is responsible for the general administration of 14 departments, including departments that administer human services, economic development and sanitary engineering. The Board is seeking candidates for County Administrator whose strengths include financial management and budgeting skills, revenue forecasting, and long-range planning to maintain the County's solid financial position and its current excellent bond ratings. The Administrator is expected to exhibit good stewardship of the County's resources and be proactive to prepare the County for growth. The next County Administrator should be able to identify underutilized resources, maintain and expand services and facilities required to accommodate growth, and to ensure the continued improvement of customer services. Candidates should possess a Bachelor's degree in Public or Business Administration, Public Policy, Finance, Economics, or a similar field; a Master's degree is preferred. Additionally, candidates should have at least ten (10) years of executive level management experience, preferably as a County/City Manager, Deputy/Assistant Manager, or executive leader in an organization of similar structure, size and complexity. The successful candidate should also have considerable knowledge of and experience in capital improvements, economic development, community relations, budget management, strategic planning, performance measurements, project management, human resources and labor relations. The salary range is open, dependent upon qualifications, and is accompanied by an excellent benefits package. Resume review will begin November 10, 2014; position is open until filled. To apply for this opportunity, visit www.srnsearch.com and apply online. Questions may be directed to S. Renée Narloch, President, S. Renée Narloch & Associates, (850) 391-0000 or info@srnsearch.com. **A detailed brochure is available.** Franklin County is an Equal Opportunity Employer. Resumes may be subject to public disclosure.

CITY OF PORT ORANGE, FLORIDA

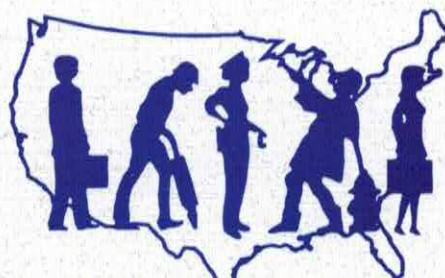
Executive Search Services

City Manager

RFP #14-32 Executive Management Search Firm Services

Prepared by Robert E. Slavin on October 3, 2014

Copy



SLAVIN MANAGEMENT
CONSULTANTS

3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail: slavin@bellsouth.net

www.slavin.com

With affiliates in Burlington, NC; Cincinnati, Dallas, Hartford, Dunedin, Los Angeles, Mackinac Island and Mesa



October 3, 2014

Ms. Lisa Pallante
Interim Purchasing Manager
Finance Department
City of Port Orange
City Hall
1000 Center Circle
Port Orange, Florida 32129

**SLAVIN MANAGEMENT
CONSULTANTS**

Re: RFP #14-32 Executive Management Search Firm Services

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next City Manager of Port Orange. The purpose of this project is to assist the City Council both directly and through its Appointed Citizen's Advisory Committee to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been developed and approved by the City, we will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a City Manager search to take between sixty and ninety days to complete.

If selected, we will ask the City to designate a City employee to serve as our liaison throughout the duration of search. We will need City support to coordinate and schedule meetings, arrange for meeting rooms, distribute materials and other logistical tasks.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. This proposal commits the highest level of our firm's resources. I will manage and serve as the primary consultant for this critical project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Mr. Stephen Cottrell and Mr. David Krings will assist with the project. Both are highly experienced former local government executives and management consultants.

Public sector and not-for-profit executive search work accounts for more than 95% of SMC's recruitment activities. SMC has recruited many executives for the Florida public agencies and for others in all regions of the nation. ***Our Florida experience is indicated on page 2 of this proposal.*** We are experienced in working with Florida's and its public meetings and open records laws. We are able to recruit well-qualified candidates for our Florida clients who would otherwise not have applied for fear of premature publicity. We also comply with both the letter and intent of the law.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield - Jackson International Airport - the world's busiest airport. We have affiliates in Burlington, NC; Cincinnati, OH; Dallas, TX; Hartford, CT; Dunedin, FL; Los Angeles, CA; Mackinac Island, FL and Mesa, AZ.

Thank you for the opportunity to submit this proposal. We look forward to working with Port Orange on this highly challenging and very important assignment. If you have questions concerning this proposal, please contact me at (770) 449-4656.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS

Robert E. Slavin, President

TABLE OF CONTENTS

Cover Letter	
EXECUTIVE SUMMARY	1
About the Project and the City of Port Orange	1
Slavin Management Consultants Qualifications Overview	1
SMC Contact Information	3
RECENT CHIEF EXECUTIVE SEARCHES	4
PROJECT SUMMARY	8
Develop the Recruitment Profile	8
Identify Qualified Candidates	8
Evaluate Prospective Candidates	8
Preliminary Screening and Progress Report	8
Selection and Employment	9
In-depth Screening and Final Report	9
Establish Evaluation Criteria	10
Follow-up	10
Reporting	10
Deliverables	10
PROJECT SCHEDULE	11
QUALIFICATIONS AND STAFFING	12
A. Firm Qualifications	12
B. Staffing	12
Robert E. Slavin, President	12
Stephen J. Cottrell SMC Florida Regional Manager	13
David Krings, ICMA-CM, SMC Regional Manager	14
GUARANTEES	15
FEE STRUCTURE	16
Professional Fees	16
Expenses	17
AGREEMENT FOR SERVICES	18

EXHIBITS

Completed City Forms
SCM Insurance Certificate
Pro Forma Invoice
Clients
References
EEO Statement
Minority and Female Placements
Sample Recruitment Profiles

EXECUTIVE SUMMARY

About the Project and the City of Port Orange

The City of Port Orange is seeking a qualified firm to conduct an executive search for the City Manager position. The successful firm will assist in establishing the process for the recruitment, including a timeline for various actions during the recruitment process. The City Council desires to work with a designated representative from the firm to develop a profile of the desired qualifications and experience necessary to be successful as the next City Manager of the City of Port Orange. The City of Port Orange has been operating under an Interim City Manager since August 2, 2014.

The City of Port Orange, incorporated in 1925, is located in east central Florida. Central Florida ranks as one of the fastest growing areas in the United States, and the City of Port Orange has followed this pattern steadily, growing from a population of 3,700 people in 1973 to an estimated 57,000 in 2014. The City of Port Orange currently occupies a land area of 27.6 square miles.

Port Orange has operated under the council-manager form of government with a City Council consisting of the Mayor and four other members. The Mayor and Council members are non-partisan and elected to serve four year staggered terms. The Council is the governing board and has legislative responsibilities including setting policy, adopting ordinances and resolutions, adopting an annual millage rate and budget, appointing committees, and appointing both the City Manager and Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing body, for overseeing the day-to-day operations of the City and for appointing the heads of various departments.

The City provides a full range of services, including police, fire and rescue, street construction and maintenance, planning and zoning, parks and recreation, cultural events and general administrative services. In addition, water and sewer service, solid waste collection, stormwater and golf course are provided under an Enterprise Fund concept with user charges established by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt. Vehicle maintenance, building maintenance, data processing, lease and replacement, self-insurances and loan pool activities are provided through Internal Service Funds. The City of Port Orange provides water and sewer service outside the city limits, including the City of Daytona Beach Shores, the Town of Ponce Inlet, and certain unincorporated parts of Volusia County. The City of Port Orange contracts with private enterprise for solid waste collection. The City's FY 2014 General Fund Budget is \$30,613,077. There are approximately 400FTE's.

Slavin Management Consultants Qualifications Overview

Slavin Management Consultants (SMC) has completed many city/county manager searches over the years. We have significant local government recruitment experience in Florida and all regions of the United States. This experience includes extensive experience working for Florida local governments. The best prospects are typically happily employed and not responding to advertisements. Our Florida local government search clients include the following jurisdictions:

Atlantic Beach	Dunedin	Miami
Broward County	Escambia County	Miami-Dade County
Boca Raton	Fort Lauderdale	Manatee County
Boynton Beach	Fort Myers	Martin County
Charlotte County	Gainesville	Miramar
Clearwater	Hollywood	Neptune Beach
Clermont	Homestead	North Miami Beach
Coral Springs	Jacksonville Beach	Okeechobee County
Davie	Jupiter	Orange County
Deerfield Beach	Lake County	Ormond Beach
Delray Beach	Lake Worth	Panama City
Destin	Lee County	Palm Beach County

Palm Beach Gardens
Pinellas County
Pensacola
Pompano Beach
Polk County

Santa Rosa County
Sarasota
Seminole County
Sunrise

Titusville
Volusia County
West Palm Beach
Winter Park

We use a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that Port Orange is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Port Orange. It will honor the interests of candidates to the extent possible under Florida law.

Florida's strong public disclosure laws have a direct impact on governmental recruitment in the State. We work within the letter and the intent of these laws and still are able to recruit exceptional candidates for our Florida clients who would not apply directly for fear of premature public disclosure of their interest.

This proposal provides an indexed and easily usable document for the City to assess the qualifications of Slavin Management Consultants to handle this critical work. It contains the following sections: a Table of Contents, Executive Summary, Project Summary, Project Schedule, Firm Qualifications and Staffing, Guarantees, Fee Structure, and an Agreement for Services. We constructed the Fee Structure to illustrate the professional time and cost of each major phase of the project. Exhibits include a sample invoice, a client list, references, our EEO/AA statement and a listing of women and minorities who we have helped place.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the City Council so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Every search that we have conducted has resulted in a selection from our recommended group of candidates. Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- Our style is interactive, that is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment.

SMC Contact Information

Robert E. Slavin, President

SLAVIN MANAGEMENT CONSULTANTS

3040 Holcomb Bridge Road, Suite #A-1

Norcross, Georgia 30071

Phone: (770) 449-4656

Fax: (770) 416-0848

email: slavin@bellsouth.net

web site: www.slavinweb.com

RECENT CHIEF EXECUTIVE SEARCHES

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Adams County, CO	451, 574	09/2013	County Manager	Yes	Slavin/ Wenbert	Mr. Bryan Ostler (720) 523-6071 Bostler@adcogov.org
Alleghany County, VA	13,000	01/2007	County Administrator	Yes	Slavin	Mr. John R. Strutner (540) 863-6600 jstrutner@co.alleghany.va.us
Archuleta County, CO	13,000	10/2008	County Administrator	Yes	Slavin/ Trager	Mr. Gregory (Greg) J. Schulte (970) 264-8300 gschulte@archuletacounty.org
Aurora, CO	314,000	07/2010	City Manager	Yes	Slavin/ Wenbert	Mr. Kin Shuman (303) 739-7225 Kshuman@auroragov.org
Bay City, MI	35,000	03/2014	City Manager	Yes	Slavin	Lori Dufresne Commission President Phone: (989) 245-6869 Email: ldufresne@baycitymi.org
Branson, MO	6,000	04/2013	City Administrator	Yes	Slavin	Mayor Raeanne Presley (417) 337-8548 Dkruithof@bransonmo.gov
Broward County, FL	1.8 M	03/2013	Assistant to the County Administrator	Yes	Slavin	Bertha Henry County Administrator Phone: 954-357-7362 bhenry@broward.org
Corpus Christi, TX	285,000	08/2011	City Manager	Yes	Slavin/ Wenbert	Mayor Joe Adame (361) 826-3100 joea@cctexas.com
Cary, NC	95,000	01/2009	Town Manager	Yes	Slavin	Ms. Valiria Willis (919) 469-4072 valiria.willis@townofcary.org
Dunedin, FL	36,000	11/2007	City Manager	Yes	Slavin	Mayor Dave Eggers (727) 298-3001 deggers@dunedinfl.net
Dunwoody, GA	40,000	09/2008	City Manager	Yes	Slavin/ Trager	Mayor Ken Wright (678) 382-6700 ken.wrght@dunwoodyga.gov
Escambia County, FL	300,000	02/2008	County Administrator	No, left in 2010	Slavin	Ms. Barbara Keyser (850) 595-1479 barbara_murphy@co.escambia.fl.us

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Fort Myers, FL	48,000	06/2007	City Manager	Yes	Slavin	Mr. Billy Mitchell (239) 332-6309 wmitchell@cityftmyers.com
Franklin, TN	59,000	10/2008	City Administrator	Yes	Slavin	Mayor Ken Moore (615) 791-3217 ken.moore@franklintn.gov
Fridley, MN	27,800	06/2013	City Manager	Yes	Slavin/ Kings	Mayor Scott Lund 763-572-3500
Georgetown, SC	10,000	02/2013	City Administrator	Yes	Slavin	Mayor Jack M., Scoville, Jr. (843) 545-4001
Glynn County, GA	78,000	06/2010	County Administrator	Yes	Slavin	Mr. Alan Ours (912) 554-7401 aours@glenncountyga.gov
Greenwood Village, CO	11,000	03/2006	City Manager	Yes	Slavin	Mayor Nancy Sharpe (303) 486-5741 nsharpe@greenwoodvillage.c om
Greenville, NC	84,500	11/2012	City Manager	Yes	Slavin	Mayor Allen Thomas (252) 329-4419 amthomas@greenvillenc.gov
Gulf Shores, AL	9,000	06/2013	City Administrator	Yes	Slavin	Mayor Robert Craft (251) 968-1124 mayor@gulfshoresal.gov
Hardeeville, SC	5,000	11/2011	City Manager	No, left in 2014	Slavin	Ms. Lori Pomarico, City Clerk Phone: 843-784-2231
Independence, KS	9,800	05/2010	City Manager	Yes	Slavin	Ms. Kelly Passauer (620) 332-2506 citymgr@comgen.com
Iowa City, IA	63,000	09/2010	City Manager	Yes	Slavin/ Wenbert	Ms. Marian Karr (319) 356-5041 marian-karr@iowa-city.org
Kansas City, KS/ Wyandotte County	158,000	03/2014	County Manager	Yes	Slavin	Mayor Mark Holland Phone: 913-573-5010 Email: mayorholland@wycokck.org
La Plata, MD	7,000	04/2007	Town Manager	Yes	Slavin	Ms. Paddy Mudd (301) 934-4804 pmudd@townoflaplata.org
Longmont, CO	87,500	02/2012	City Manager	Yes	Slavin/ Wenbert	Mr. Bobby King, HR Dir (303) 651-8605 bobby.king@cilongmont.co.us

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Mansfield, MA	23,500	10/2009	Town Manager	Yes	Slavin/ Frank	Mr. Kevin Moran (508) 261-7372 selectmen@mansfieldma.com
Missouri Municipal League	N/A	06/2010	Executive Director	Yes	Slavin	Ms. Gerry Welsh (314) 963-5307 citycouncil@webstergroves.org
Newark, DE	29,000	08/2012	City Manager	Yes	Slavin/ Frank	Mayor Vance Funk (302) 368-2561 x12 vance3@funklawoffices.com
Norwich, CT	36,000	10/2007	City Manager	Yes	Frank/ Slavin	Mr. Alan Bergren (860) 823-3751 ahbboss@yahoo.com
Novi, MI	53,000	05/2006	City Manager	No, Left in 2014	Slavin	Mr. Clay Pearson (248) 347-0420 cpearson@cityofnovi.org
Peoria County, IL	182,800	06/2011	County Administrator	Yes	Slavin/ Kings	Chair Tom O'Neill (309) 494-8886 toneill@peoriacounty.org
Prince William County, VA	293,000	01/2010	County Executive	Yes	Slavin/ Frank	Ms. Melissa Peacor (703) 792-6720 mpeacor@pwcgov.org
Rock Hill, SC	67,400	09/2010	City Manager	Yes	Slavin	Mr. Doug Echols (803) 329-7011 cbell@ci.rock-hill.sc.us
Seminole County, FL	425,000	05/2011	County Manager & County Attorney	Yes	Slavin	Commissioner Bob Dallari Phone: (407) 665-7215 fmacdonald@seminolecountyfl.gov
Snellville, GA	18,200	06/2012	City Manager	Yes	Slavin	Mayor Kelly Kautz (770) 985-3500 kkautz@snellville.org
Saint Joseph, MO	76,107	04/2011	City Manager	Yes	Slavin	Mayor Bill Falkner (816) 271-4640 bfalkner@ci.st-joseph.mo.us
Suwanee, GA	15,000	07/2007	City Manager	Yes	Slavin/ Trager	Ms. Elvira Rogers (770) 945-8996 erogers@suwanee.com

CLIENT	POP	MONTH/ YEAR	SEARCH FOR	STILL EMPLOYED ?	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Tazewell County, IL	135,000	03/2012	County Administrator	No, accepted local Econ Devp position in 2014	Slavin/ Krings	Chair David Zimmerman (309) 477-2272 dzimmerman@tazewell.com
Topeka, KS	124,000	01/2006	City Manager	No, currently the City Manager of Sanford, FL	Slavin	Mayor Bill Bunten (785) 368-3895 bbunten@topeka.org
Urbandale, IA	38,000	04/2009	City Manager	Yes	Slavin/ Wenbert	Mayor Bob Andeweg (515) 283-3100 bandeweg@urbandale.org
Venice, FL	21,500	03/2012	City Manager	Yes	Slavin	Alan Bullock Adm Serv Dir (941) 486-2626 abulloc@ci.venice.fl.us
Volusia County, FL	443,000	01/2006	County Manager	Yes	Slavin	Mr. James Dinneen (386) 636-5920 jdinneen@co.volusia.fl.us
Wichita, KS	360,000	11/2008	City Manager	Yes	Slavin/ Wenbert	Mayor Carl Brewer (316) 268-4331 Cbrewer@wichita.gov
Windham, CT	24,000	06/2009	Town Manager	Yes	Slavin/ Frank	Mayor Ernest Eldridge (860) 465-3000 eeeldridge@windham.com
Winston-Salem, NC	186,000	07/2006	City Manager	Yes	Slavin	Mayor Allen Joines (336) 727-2058 allenj@cityofws.org

PROJECT SUMMARY

We recommend a five-step process as follows:

- Develop job qualifications and requirements for the City Manager position - the Recruitment Profile.
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

A. Develop the Recruitment Profile

We will meet with the City Council members individually and collectively, the Council appointed Citizen's Advisory Committee and with staff (if the City Council wishes) to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Port Orange to gather additional information about the City and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and present it to the City Council for approval. The final profile will include information about the region, the City of Port Orange, the City government, major issues to be faced, the position and the selection criteria established by the City Council.

B. Identify Qualified Candidates

We will first review our database to find those candidates whom we may already know and/or already have on file who may meet your specifications. Although the above process is valuable, we will rely most heavily on our own contacts in related fields and on our own experience. In other words, through "networking," we will conduct a professional search for the best-qualified candidates and invite them to apply for the position. In this effort, we utilize appropriate professional organizations (including minority and women's professional organizations), our extensive national data base and network of contacts and our in-depth knowledge of quality jurisdictions and who manages them.

We will prepare classified advertisements and develop a targeted advertising program utilizing professional web sites and publications. We will acknowledge all resumes received and thoroughly screen all potential candidates.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified and, at the City's option, may be further tested by having the finalists respond to a supplemental questionnaire and/or complete management and leadership style inventories. We interpret these instruments for the City as well.

We will meet with the City Council to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City Council, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine City's expectations relative to interview questions that we will write as well as the candidate rating and scoring processes which will be included in our final report.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will interview those semifinalist candidates whom the City has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct criminal history, civil court records and driving record checks. At the City's option, we can arrange for assessment centers and/or psychological (or similar) testing of the candidates. (These optional items will result in extra cost.)

We will then meet with the City Council to present a group of well-qualified finalist candidates for interviews in Port Orange. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City Council that should produce the final selection decision.

Our final report will be presented in a meeting with the City Council. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of Port Orange and that any public statement should come from the City directly. Under no conditions will we speak with or release information directly to the media

unless specifically directed by the City to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, will continue to work for the City until a suitable candidate is recruited and hired by the City.

E. Establish Evaluation Criteria

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Council and with the new City Manager to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the City and the new City Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City Council.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

PROJECT SCHEDULE

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

STEPS	DAYS			
	1-30	30-45	45-60	60-360
1. Develop Search Process, Recruitment Profile and Advertising Program for City Council Approval	✓			
2. Identify Qualified Candidates, Review Data Base, Network, Receive and Review Resumes	✓	✓		
3. Screen & Evaluate Prospective Candidates		✓		
4. Progress Meeting and Report		✓		
5. Interview and Evaluate Prospective Candidates		✓	✓	
6. Submit Final Report and Recommendations, Assist in Selection, Facilitate Employment			✓	
7. Establish Evaluation Criteria and Follow-up				✓

Approximately twelve to fifteen semifinalist candidates are presented to the City Council at the progress meetings (45 - 50 days after the Council approves the recruitment profile). Generally, about five - seven finalist candidates are presented for interviews with the City Council.

QUALIFICATIONS AND STAFFING

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

A. Firm Qualifications

SMC is an independent management consulting firm formed in 1998 and incorporated in the State of Georgia. We operate nationwide from our home office near Atlanta, Georgia. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. We have affiliates in Burlington, NC; Cincinnati, OH; Dallas, TX; Hartford, CT; Dunedin, FL; Los Angeles, CA; Mackinac Island, MI and Mesa, AZ.

The company provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

This important engagement will be personally conducted by Mr. Robert E. Slavin. Mr. Slavin has conducted or assisted in the conduct of more than 775 successful executive searches throughout his career. Members of the proposed search team have conducted executive searches for Slavin Management Consultants as well as for others before joining the firm. All are professional public human resources practitioners with significant direct management experience. All are long-term, active members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

B. Staffing

Robert E. Slavin, President

Mr. Slavin will manage and serve as the lead consultant for this project. He is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving

nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

Organizations

- International City/County Management Association
- International Personnel Management Association
- Government Finance Officers Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resources Management
- Certified Management Consultant (National Bureau of Certified Consultants)
- National Forum for Black Public Administrators
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

Stephen J. Cottrell SMC Florida Regional Manager

Mr. Cottrell's career in state and local government agencies spans more than three decades. After serving in the United States Air Force, Steve began a career in government as a legislative intern in the Florida Legislature. He served as a legislative analyst for the Florida Advisory Council for Intergovernmental Relations and research associate at the Florida Atlantic University's Joint Center for Environmental and Urban Problems, where he was mentored by the late Dr. John DeGrove.

His first municipal government experience was as a management analyst for the City of Tallahassee's Office of Management and Budget, where in addition to assisting various departments with the preparation of their annual operating budgets, he prepared the city-wide annual capital improvement budget and five year capital improvement plans.

He has served as assistant city manager for the City of Plant City, Florida, and town manager of Belleair, Florida and Windsor, Vermont. He also held interim city manager positions in both Indian Rocks Beach and Fruitland Park, Florida.

While serving as assistant manager and manager, he performed the duties of budget director, personnel administrator, IT manager, and public works/utility director. Public works and utility management, in particular, the initiation and implementation of facility construction, infrastructure repairs and replacements, and other capital investments, were a principal focus during his years as a manager.

He oversaw the construction of fire stations, a library expansion, a 911 emergency operation center, transportation and utility expansion projects, and the resolution of landfill and wastewater treatment plant consent orders. Steve is an advocate of electric and telecommunication municipalization, and a proponent of local government initiatives that enhance local resilience, improve local environmental resources in ways that lead to greater sustainability and economic self-sufficiency.

He has received recognition for twenty-five years of management service by the International City Manger's Association; and twenty years of service by the Florida City and County Management Association. He has been a credentialed city manager for the majority of those years.

Steve has served on the boards of both the FCCMA and the Vermont League of Cities and Towns. He is currently a member of both the ICMA and FCCMA. In both Plant City and Windsor, VT he was a member of Rotary International.

He obtained a bachelor's degree from California State University, and a Master's Degree in Public Administration from Florida State University.

David Krings, ICMA-CM, SMC Regional Manager

Mr. Krings has 35 years experience at the top levels of state, county, and municipal governments. He is internationally recognized as a state and local government management practitioner and consultant. Mr. Krings has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County, (Peoria) Illinois and Hamilton County, (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Mr. Krings' tenure. Mr. Krings also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

Mr. Krings has a M.A. in Public Policy and Administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.

In 2005 Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the part-time Administrator of Lockland, Ohio. He served as the part-time Advisor to the Mayor in Newtown, Ohio. He has had scores of consulting engagements with local jurisdictions and not-for-profits (largely through TechSolve, a not-for-profit consulting firm). He has been certified as a local government expert in litigation involving local governments. He has been on an advisory board of a company providing inmate telephone services (DC Telesystems). In 2009 he associated with the firm Good Energy to consult with local governments in the provision of cost saving electricity purchasing. He is also a managing consultant for Slavin Management Consultants.

Highlights from Mr. Krings' 13 years as Hamilton County Administrator include:

- Responsible for \$2.3 billion budget;
- Oversaw more than \$1 billion in development of Cincinnati riverfront including construction of a new NFL football stadium and a MLB baseball park;
- Developed small, minority, and female business development program;
- Governing Magazine and Syracuse University gave Hamilton County fourth highest grade among America's large urban counties for overall management;
- Gold Seal for Good E-Governance from National Academy of Public Administration;
- Top rated web site from National Association of Counties;
- Numerous Government Finance Officers Association of United States and Canada awards for Distinguished Budget Presentation; and
- ICMA Center for Performance Measurement Certificate of Distinction;

Organizations (Current and Past)

- ICMA—Past President and Board Member
- National Association of County Administrators (NACA)—Past President and Board Member
- First person to be President of both ICMA and NACA
- Recipient of American Society for Public Administration chapter Good Government Award
- Adjunct professor for University of Cincinnati and faculty member of University of Illinois, Community Information and Education Service

GUARANTEES

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City Council is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit *any employee* from a client organization for at least two years from the completion date of an assignment.

FEE STRUCTURE

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop Position Profile/Prepare Advertising	36		36	75	\$2,700
2. Identify & Recruit Candidate/ Acknowledge Resumes	30		35	75	\$2,625
		35	35	35	\$1,225
3. Preliminary Candidate Screening	12		12	75	\$900
		4	4	35	\$140
4. Progress Report to City Council/ Reduce Candidate Pool	10		10	75	\$750
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semifinalist candidates)	38		38	75	\$2,850
		16	16	35	\$560
6. Arrange for & Schedule Final Interviews	4		4	75	\$300
7. Prepare Final Report with Interview Questions and Selection Criteria	8		8	75	\$600
		16	16	35	\$560
8. Present Final Report and Attend Interviews	10		10	75	\$750
9. Assist in Employee Selection	2		2	75	\$150
10. Negotiate Employment Agreement	4		4	75	\$300
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	160	79	248		
TOTAL PROFESSIONAL FEE					\$14,690

Expenses

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

Office Costs Include: Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Office Costs Include: Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Average Advertising Costs: Normally about \$2,000. Client controls these costs because the advertising program will be approved by the City prior to implementation.

Expenses for the executive search project described in this proposal **will not exceed 55% of the fee (\$7,079.50)**. Therefore, the total not-to-exceed cost to the City for the proposed work will be no more than \$22,769.50. The cost for final candidates to travel to Port Orange for interviews is not covered by this proposal. Such costs are typically paid by the Count on a reimbursement basis, directly to the candidates, and controlled through the City's prior approval of the finalist candidates. These costs vary depending on candidate location, espousal involvement, time required for candidates to be in Port Orange, etc. For budgeting purposes, an average cost of between \$450.00 and \$650.00 per candidate would be appropriate. About five candidates are normally recommended for interviews.

Should the City's needs result in additional project scope that significantly increases costs, it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered. This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties.

Our agreement will be interpreted according to the laws of the State of Florida.

AGREEMENT FOR SERVICES

This proposal is presented for Slavin Management Consultants by:

SIGNATURE: Robert E. Slavin

NAME: Robert E. Slavin

TITLE: President

DATE: October 3, 2014

This proposal is accepted for the City of Port Orange, Florida by:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBITS



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP #14-32

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Proposal Name: Executive Management Search Firm Services

Proposal Release Date: September 19, 2014

Last Day for Questions: September 30, 2014 at 5:00 P.M.

Proposal Due Date & Time: October 7, 2014 at 10:00 A.M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: Slavin Management Consultants

PROPOSER'S MAILING ADDRESS: 3040 Holcomb Bridge Road, A1

CITY-STATE-ZIP: Norcross, GA 30071

PHONE NUMBER: (770) 449-4656 EMAIL: slavin@bellsouth.net

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) ☒ 2 ☐ 3 ☐ 4 ☐ 5

If returning as a "No Proposal", please state reason (s):

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

Robert E. Slavin

AUTHORIZED SIGNATURE (MANUAL)

Robert E. Slavin

NAME (TYPED)

President

TITLE

October 3, 2014

DATED

SECTION 00130

TOTAL GUARANTEED MAXIMUM PROPOSAL

RFP #14-32 Executive Management Search Firm Services

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents. The undersigned offers to furnish all materials, equipment and labor for services to conduct an executive search for the City Manager position for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The vendor shall perform these obligations for the guaranteed maximum price listed below and made a part of this Bid.

Company Name: SLAVIN MANAGEMENT CONSULTANTS

Submitted on: October 3, 2014

Contact Person / Title: Robert E. Slavin, President

Mailing Address: 3040 Holcomb Bridge Road, A1 State: GA Zip: 30071

Phone: (770) 449-4656 Fax: (770) 416-0848 E-mail: slavin@bellsouth.net

Signature: Robert E. Slavin Title: President

TOTAL GUARANTEED MAXIMUM PROPOSAL:

Twenty-two Thousand, Seven Hundred and Sixty-Nine Dollars and Fifty Cents
(In Words)

Dollars \$ 22,769.50 (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the bid price.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Robert E. Slavin Authorized Agent or Official for Slavin Management Consultants by signing below hereby certifies that neither he/she nor the firm of Slavin Management Consultants is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By:

Robert E. Slavin

President/Authorized Agent or Official

Witnessed By:

John Slavin

STATE OF

Georgia

COUNTY OF

Gwinnett

The foregoing instrument was acknowledged before me this 3rd day of October, 2014, by Robert E. Slavin, President, Authorized Agent or Official of Slavin Management Consultants a ~~Florida~~ Company, who is ☒ personally known to me or ☐ who has produced _____ as identification and who did (did not) take an oath.

Georgia



Janet Fisher

Notary Public, State of ~~FLORIDA~~ Georgia

Commission No. NA

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: SLAVIN MANAGEMENT CONSULTANTS

SIGNED BY: *Robert E. Slavin*
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Robert E. Slavin

TITLE: President

ADDRESS: 3040 Holcomb Road, A1

CITY: Norcross STATE: GA ZIP CODE: 30071

TELEPHONE: (770) 449-4656 FAX: (770) 416-0848

COMPLETION TIME: 70 to 90 Days

F.E.I.N. NUMBER: 58-2377314

NO Proposal may be withdrawn for a period of sixty (60) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

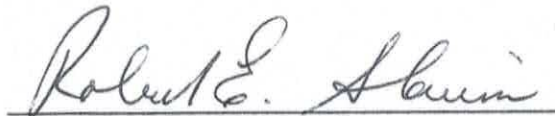
SECTION 00190

DRUG FREE PREFERENCE STATEMENT

In the event of a tie Proposal a preference is given to vendors submitting a certification with their Proposal/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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


PROPOSER'S SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

05/31/2013

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

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

PRODUCER Siegel Insurance, Inc. 2987 Clairmont Road Suite 425 Atlanta, GA 30329 Nan Nettelman		Phone: 404-633-6332 Fax: 404-633-9388	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SLAVI-1
INSURED Robert E Slavin, Inc d/b/a Slavin Management Consultants 3040 Holcomb Bridge Rd A1 Norcross, GA 30071-1357		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Ind Co of America NAIC # 25666 INSURER B: Charter Oak Fire Ins Co 25615 INSURER C: United States Liability Ins Co INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			I680594D6811TIA	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
☒ POLICY	☐ PROJECT	☐ LOC					GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			I680594D6811TIA05	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
☒ HIRED AUTOS						\$	
☒ NON-OWNED AUTOS			I680594D6811TIA05	06/01/2013	06/01/2014	\$	
							\$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A	IHUB594D706905	06/01/2013	06/01/2014	☒ WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			SP1010634	03/02/2013	03/02/2014	Per Claim 1,000,000 Deduct 1,000

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

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

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

© 1988-2009 ACORD CORPORATION. All rights reserved.

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

\$XXXX.XX

(Invoice __ of __)

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX

Total Expenses \$XXXX.XX

TOTAL INVOICE

\$XXXX.XX

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina	Davie, Florida
Albany, Georgia	Decatur, Georgia
Alpharetta, Georgia	Decatur, Illinois
Anaheim, California	Delray Beach, Florida
Ann Arbor, Michigan	Del Rio, Texas
Arlington, Texas	Denton, Texas
Arlington Heights, Illinois	Destin, Florida
Arvada, Colorado	Dothan, Alabama
Atlanta, Georgia	Dubuque, Iowa
Atlantic Beach, Florida	Duluth, Georgia
Asheville, North Carolina	Dunedin, Florida
Auburn, Maine	Durham, North Carolina
Aurora, Colorado	Eagle Pass, Texas
Austin, Texas	East Brunswick Township, New Jersey
Bartlesville, Oklahoma	Edmond, Oklahoma
Bay City, Michigan	Elgin, Illinois
Bentonville, Arkansas	Enfield, Connecticut
Bergenfield, New Jersey	Escondido, California
Berkeley, California	Evanston, Illinois
Beverly Hills, California	Fort Collins, Colorado
Birmingham, Alabama	Fort Lauderdale, Florida
Bisbee, Arizona	Fort Worth, Texas
Blacksburg, Virginia	Franklin, Tennessee
Bloomington, Illinois	Fridley, Minnesota
Boynton Beach, Florida	Frisco, Colorado
Branson, Missouri	Gainesville, Florida
Brea, California	Gainesville, Georgia
Bridgeport, Connecticut	Galesburg, Illinois
Broken Arrow, Oklahoma	Garden City, New York
Brownsville, Texas	Georgetown, South Carolina
Bryan, Texas	Glastonbury, Connecticut
Burbank, California	Glendale, Arizona
Camarillo, California	Glen Ellyn, Illinois
Carson, California	Grand Rapids, Michigan
Cary, North Carolina	Greensboro, North Carolina
Casper, Wyoming	Gulfport, Florida
Chapel Hill, North Carolina	Hardeeville, SC
Charlotte, North Carolina	Hemet, California
Chesapeake, Virginia	Hercules, California
Clearwater, Florida	Highland Park, Illinois
Cleveland, OH	Hollywood, Florida
Columbia, Missouri	Homestead, Florida
Columbus, Georgia	Huntington Beach, California
Concord, New Hampshire	Independence, Missouri
Coral Springs, Florida	Independence, Kansas
Corpus Christi, Texas	Iowa City, Iowa
Corta Madera, California	Jacksonville Beach, Florida
Creedmoor, North Carolina	Jupiter, Florida
Culver City, California	Kalamazoo, Michigan
Dallas, Texas	Kansas City, Missouri
Davenport, Iowa	Lake Worth, Florida

Lakewood, Colorado
 Lapeer, Michigan
 Laramie, Wyoming
 Laredo, Texas
 Lenexa, Kansas
 Liberty, Missouri
 Lillburn, Georgia
 Little Rock, Arkansas
 Long Beach, California
 Longmont, CO
 Manassas, Virginia
 Mansfield, Massachusetts
 Miami Beach, Florida
 Milwaukie, Oregon
 Minneapolis, Minnesota
 Miramar, Florida
 Modesto, California
 Muscatine, Iowa
 Neptune Beach, Florida
 Newark, Delaware
 New Smyrna Beach, Florida
 Norfolk, Virginia
 Norman, Oklahoma
 North Las Vegas, Nevada
 North Miami Beach, Florida
 Northglenn, Colorado
 North Port, Florida
 Norwich, Connecticut
 Oak Park, Illinois
 Oberlin, Ohio
 Ocean City, Maryland
 Oceanside, California
 Olathe, Kansas
 Oklahoma City, Oklahoma
 Oxnard, California
 Palm Bay, Florida
 Palm Beach Gardens, Florida
 Palo Alto, California
 Panama City, Florida
 Park Ridge, Illinois
 Pasadena, California
 Peoria, Illinois
 Phoenix, Arizona
 Pittsburg, Kansas
 Pompano Beach, Florida
 Portage, Michigan
 Pueblo, Colorado
 Richmond, California
 Richmond, Virginia
 Riverside, California
 Riverview, Michigan

Roanoke, Virginia
 Rock Hill, South Carolina
 Rockville, Maryland
 Sacramento, California
 St. Louis Park, Minnesota
 Salem, Oregon
 San Diego, California
 San Fernando, California
 San Francisco, California
 San Jose, California
 San Juan Capistrano, California
 Sandersville, Georgia
 Santa Ana, California
 Santa Monica, California
 Sarasota, Florida
 Shaker Heights, Ohio
 Simi Valley, California
 Sioux City, Iowa
 Snellville, Georgia
 South Brunswick Township, New Jersey
 Springfield, Missouri
 Stratford, Connecticut
 Storm Lake, Iowa
 Sunnyvale, California
 Sunrise, Florida
 Takoma Park, Maryland
 Topeka, Kansas
 Titusville, Florida
 Thornton, Colorado
 Traverse City, Michigan
 Topeka, Kansas
 Turlock, California
 Upper Arlington, Ohio
 Urbandale, Iowa
 Valdez, Alaska
 Venice, FL
 Virginia Beach, Virginia
 Waco, Texas
 Warrensburg, Missouri
 Washington, Illinois
 West Des Moines, Iowa
 West Hartford, Connecticut
 West Hollywood, California
 West Palm Beach, Florida
 Wichita, Kansas
 Windham, Connecticut
 Winston-Salem, North Carolina
 Winter Park, Florida
 Worthington, Minnesota
 Ypsilanti, Michigan

COUNTIES

Adams County, Colorado
 Alameda County, California
 Albemarle County, Virginia
 Arapahoe County, Colorado
 Beaufort County, South Carolina
 Broward County, Florida
 Brown County, Wisconsin

Buffalo County, Nebraska
 Chaffee County, Colorado
 Cass County, Michigan
 Chesterfield County, Virginia
 Clark County, Nevada
 Cobb County, Georgia
 Dade County, Florida

Eagle County, Colorado
 Escambia County, Florida
 Fairfax County, Virginia
 Forsyth County, Georgia
 Fremont County, Colorado
 Fresno County, California
 Fulton County, Georgia
 Glynn County, Georgia
 Gunnison County, Colorado
 Hall County, Georgia
 Hamilton County, Ohio
 Ketchikan-Gateway Borough, Alaska
 Lake County, Florida
 Lake County, Illinois
 La Plata County, Colorado
 Leon County, Florida
 Lincoln County, North Carolina
 Livingston County, Illinois
 Los Angeles County, California
 Martin County, Florida
 McHenry County, Illinois
 Mecklenburg County, North Carolina
 Mendocino County, California
 Mesa County, Colorado
 Moffat County, Colorado
 Monterey County, California
 Muscatine County, Iowa
 New Kent County, Virginia

Orange County, New York
 Orange County, North Carolina
 Oklahoma
 Palm Beach County, Florida
 Peoria County, Illinois
 Pinellas County, Florida
 Polk County, Florida
 Prince William County, Virginia
 Ramsey County, Minnesota
 St. Louis County, Minnesota
 Saline County, Kansas
 San Diego County, California
 San Luis Obispo County, California
 San Mateo County, California
 Sarasota County, Florida
 Sedgwick County, Kansas
 Seminole County, Florida
 Sonoma County, California
 Springettsbury Township, Pennsylvania
 Spotsylvania County, Virginia
 Tazewell County, IL
 Volusia County, Florida
 Wake County, North Carolina
 Washtenaw County, Michigan
 Whiteside County, Illinois
 Whitfield County, Georgia
 Yolo County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth,
 Minnesota
 Columbia Development Corporation, South
 Carolina
 Fresno Economic Development Commission,
 California
 Fresno Redevelopment Authority, California
 GoTopeka, Inc., Kansas
 Lincoln Road Development Corporation, Miami
 Beach, FL
 Los Angeles, California, Community
 Redevelopment Agency
 Mid-American Regional Council, Kansas City,
 Missouri
 Seize The Future Development Corp, Aurora, IL
 West Palm Beach Downtown Development
 Authority, Florida

Housing Authorities

California Housing Finance Agency
 Jefferson County Housing Authority, Alabama
 Las Vegas Housing Authority
 Memphis Housing Authority, Tennessee
 Ocala Housing Authority, Florida
 Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
 Central Arkansas Library System
 Lexington, Kentucky Library System
 Metropolitan Library System of Oklahoma
 Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
 CDC Federal Credit Union, Atlanta, Georgia
 District of Columbia
 Fresno Employment and Training Commission,
 California
 Jefferson County Personnel Board, Alabama
 Local Government Insurance Trust, Maryland
 Los Angeles, California Department of
 Community Public Health
 Los Angeles, California
 Music Center Operating Company
 Los Angeles Olympics Organizing Committee
 Metropolitan Nashville, Tennessee Arts
 Commission
 Parkland Hospital, Texas
 Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority

Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utility Districts

Columbus Water Works, Georgia
Metropolitan Sewer District of Greater Cincinnati, Ohio
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

REFERENCES

Mr. James Dinneen

County Manager
County of Volusia
Thomas C. Kelly
Administration Center
123 W. Indiana Ave.
DeLand, FL 32720
(386) 736-5920
Transit Director - Greater Dayton Regional Transit
Authority (2005)
Human Resources Director - Volusia County
(2007)
Budget Director - Volusia County (2008)
Convention Center Search (2009)
jdinneen@co.volusia.fl.us

Mayor Matt Hayek

City of Iowa City
410 E. Washington Street
Iowa City, Iowa 52240
Phone: 319.356.5043
Fax: 319.356.5497
City Manager Search (2010)
matt-hayek@iowa-city.org

Mr. Alan Bullock

Director of Administrative Services
City of Venice
401 West Venice Avenue
Venice, FL 34285
(941) 486-2626, Ext. 21001
abulloc@venicegov.com
City Manager Search 2011

Charlotte J. Nash

Chairman, Gwinnett County Board of
Commissioners
Gwinnett County Justice and Administration
Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-7009
County Attorney Search (2014)
Charlotte.Nash@gwinnettcounty.com

Ms. Melissa Peacor

County Executive
Prince William County
Prince William County
Woodbridge, Virginia 22192
(703) 792-6720
Fire Chief Search (1994)
County Executive Search (2010)
Human Resources Director Search (2012)
mpeacor@pwcgov.org

Mayor Carl Brewer

City of Wichita
455 N. Main Street
Wichita, KS 67202
(316) 268-4331
City Manager Search (2008)
Cbrewer@wichita.gov

Mr. Thomas Bonfield

City Manager
City of Durham
101 City Hall Plaza
Durham, North Carolina 27701
(919) 560-4222
Fire Chief Search (2013)
tom.bonfield@durhamnc.gov

Mayor Doug Echols

City of Rock Hill
155 Johnston Street
Rock Hills, SC 29731-1706
(803) 329-7011
City Manager Search (2010)
dechols@cityofrockhill.com

Mr. Peter M. Battani

County Administrator
Kalamazoo County
201 West Kalamazoo Avenue
Room # 207
Kalamazoo, MI 49007
(269) 384-8111
Deputy County Administrator Search (2006)
Finance & Administrative Services Director Search
(2007)
pmbatt@kalcounty.com

Mr. Lief Ahnell

City Manager
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432-3730
(561) 393-7703
Police Chief Search (2006)
Fire Chief Search (2006)
Assistant City Manager Search - Human
Resources Focus (2000)
BocaCM@ci.Boca-Raton.fl.us

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
ALACHUA COUNTY, FL	County Administrator			X
ALBANY, GA	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
ASPEN, CO	City Manager		X	
AUSTIN, TX	City Auditor		X	
	City Manager		X	
	Police Chief			X
BERKELEY, CA	City Manager	X		
	Public Works Director			X
BEVERLY HILLS, CA	Sanitation Director	X		
	Library Director		X	
BOCA RATON, FL	City Manager		X	
	Asst. City Manager		X	
BOISE, ID	Chief Financial Officer	X		
BROWARD COUNTY, FL	Assistant Director of Equal Employment	X	X	
BOISE, ID	Chief Financial Officer		S	
BRYAN, TX	Municipal Court Judge		X	
	City Manager		X	
CAMARILLO, CA	City Clerk		X	
CARSON, CA	Planning Director		X	
CHAPEL HILL, NC	Transportation Director		X	
	Human Resources Director		X	
CHARLOTTE COUNTY, FL	County Attorney		X	
CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)	Director of Security	X		
CHARLOTTE, NC	Neighborhood Services Director	X		
COLUMBIA, MO	Police Chief	X		
CULVER CITY, CA	Finance Director			X
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director			
	Alcoholic Beverage Regulations Commission		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GLASTONBURY, CT	Human Resources Director	X	X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		
GREENVILLE, NC	City Manager	X	X	
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director			X
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
	Executive Director		X	
LAKE COUNTY, IL HEALTH DEPARTMENT				
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X		
LONG BEACH, CA	Executive Director, Civil Service Commission		X	
LONGMONT, CO	City Manager			X
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MONTEREY COUNTY, CA	Hospital Administrator	X		
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	
STRATFORD, CT	Human Resources Director		X	
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
	Public Information Officer		X	
THORNTON, CO	Public Information Officer		X	
TOPEKA, KS	City Manager	X		
	Police Chief	X		
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager	X	X	
	Budget Director	X		
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
	Human Services Director			X

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X

CITY OF CORAL SPRINGS, FLORIDA

Invites your interest in the position of:

POLICE CHIEF



**THE
NATION'S
PREMIER
COMMUNI-
TY TO LIVE,
WORK AND
RAISE A
FAMILY**



ABOUT CORAL SPRINGS

Coral Springs is located in South Florida within Broward County approximately 20 miles northwest of Fort Lauderdale. The City is adjacent to the Everglades on the west and is surrounded by other cities including Tamarac, Margate, Coconut Creek, and Parkland. A master-planned community, the City is 24 square miles and 99 percent of the land is developed. Families find Coral Springs appealing due to its family-oriented feel, local facilities and close proximity to Fort Lauderdale and Miami.

Once known as "the City in the Country," Coral Springs has become a premier South Florida community known for its abundant parks, quality schools, numerous athletic programs, and attractive neighborhoods.

Incorporated as a City in July 1963, during the 1980s Coral Springs was one of the fastest growing cities in the nation. Currently, more than 121,000 residents call the City home, making it the fifth largest city in Broward County and the 15th largest in the State of Florida. Coral Springs is made up of 49 percent residential properties, 8 percent commercial, 4 percent community facilities, 3 percent industrial, 8 percent waterways, 18 percent traffic circulation, 8 percent recreation and 1 percent for Downtown, which is currently being developed.

Education

School enrollment for 2010 in Coral Springs was 28,740, up from 25,139 in 1997. Twenty-six schools, public and charter, serve most of these students including fourteen elementary schools and seven middle schools and five high schools.

Employment

The largest employers in the City are: Coral Springs Medical Center (Broward Health), First Data, City of Coral Springs, Broward County Schools, KB Electronics, Advanced Cable Communications, Nordis Direct Marketing, ABB Concise and Shoreline Aerospace.

Entertainment

Coral Springs Museum of Art

The Museum of Art hosts changing exhibitions featuring artists from South Florida, as well as other national and international artists. Art camps and classes are also offered.

Coral Springs Center for the Arts

The Center for the Arts features a 1,500-seat theatre, a dance studio and meeting rooms. The Center offers a Broadway Series as well as comedy, concert and children's series.

Recreation

Coral Springs Gymnasium

The Coral Springs Gymnasium hosts recreation classes, open play hours, and major sporting events including the annual Kreul Classic High School Basketball Tournament, the Masters Basketball National Championships, the 2012 National High School Hockey tournament and other regional events.



Sportsplex at Coral Springs

The Sportsplex is adjacent to the Sawgrass Expressway between Sample Road and Royal Palm Boulevard and includes the Tennis Center of Coral Springs, Coral Springs Aquatic Complex, Saveology Iceplex, Dr. Steven G. Paul Dog Park, and the Sawgrass Nature Center.

Coral Springs Aquatic Complex

Located within the Sportsplex, this world-class facility is host to many swim and dive competitions as well as a teaching pool and an extensive Fitness Center. Many Olympic swimmers have blossomed out of this swimming program.

Tennis Center of Coral Springs

The Tennis Center features 12 lit Lee Red Fast Dry Hydrocourt Clay Courts, four hard-surfaced Decoturf Courts, clubhouse, and other amenities. Memberships, lessons and leagues are available.

Quick Facts:

The City has a AAA bond rating from all three major rating agencies on Wall Street.

There are 45,433 households in the City, including single-family/duplex and multi-family.

The City's median age is 36.5.

The City's median household income is \$65,348.

The City's racial background as of 2010 is 69.17 percent Caucasian, 23.5 percent Hispanic, 17.9 percent African American and 5.0 percent Asian.

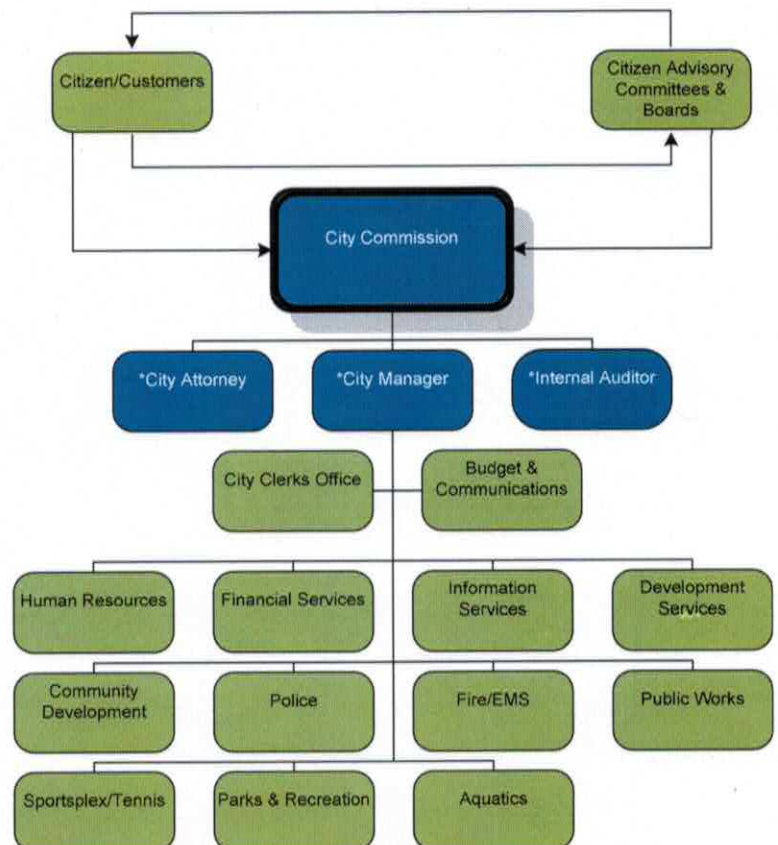


THE CITY GOVERNMENT

Coral Springs is governed by a strong City Manager and five-member City Commission. The City Commission sets the policy for the City and the City Manager is responsible for overseeing the City's daily operations. Coral Springs is the first local government in the nation to receive the coveted Malcolm Baldrige National Quality Award, a Presidential honor that recognizes U.S. companies for organizational performance excellence. The City's commitment to quality and customer satisfaction runs deeper than just earning awards. In 1993, Coral Springs began using a business model that takes customer input and data analysis into consideration before mapping initiatives in its Strategic and Business Plans. The City develops process improvements while comparing results to Fortune 500 businesses and top local governments. The most important result of this system of governance is that Coral Springs residents and businesses have given the City government a 97% satisfaction rating in its bi-annual community survey. The system has also earned the City a variety of prestigious management recognitions including twice winning the Florida Governor's Sterling Award; designation by Money Magazine as one of the country's Best Places to Live; three years in a row by American Promise as one of the 100 Best Communities for Young People; the ICMA Center for Performance Measurement Certificate of Excellence; and CQ Press recognition for having the lowest crime rate in Florida for cities of over 100,000.

Coral Springs provides a full range of municipal services as authorized by its charter. These services include: public safety, streets, culture, education through its Charter School, recreation, public improvements, planning and zoning, water and sewer, and general administrative services.

City of Coral Springs Organization Chart



 * Charter Offices

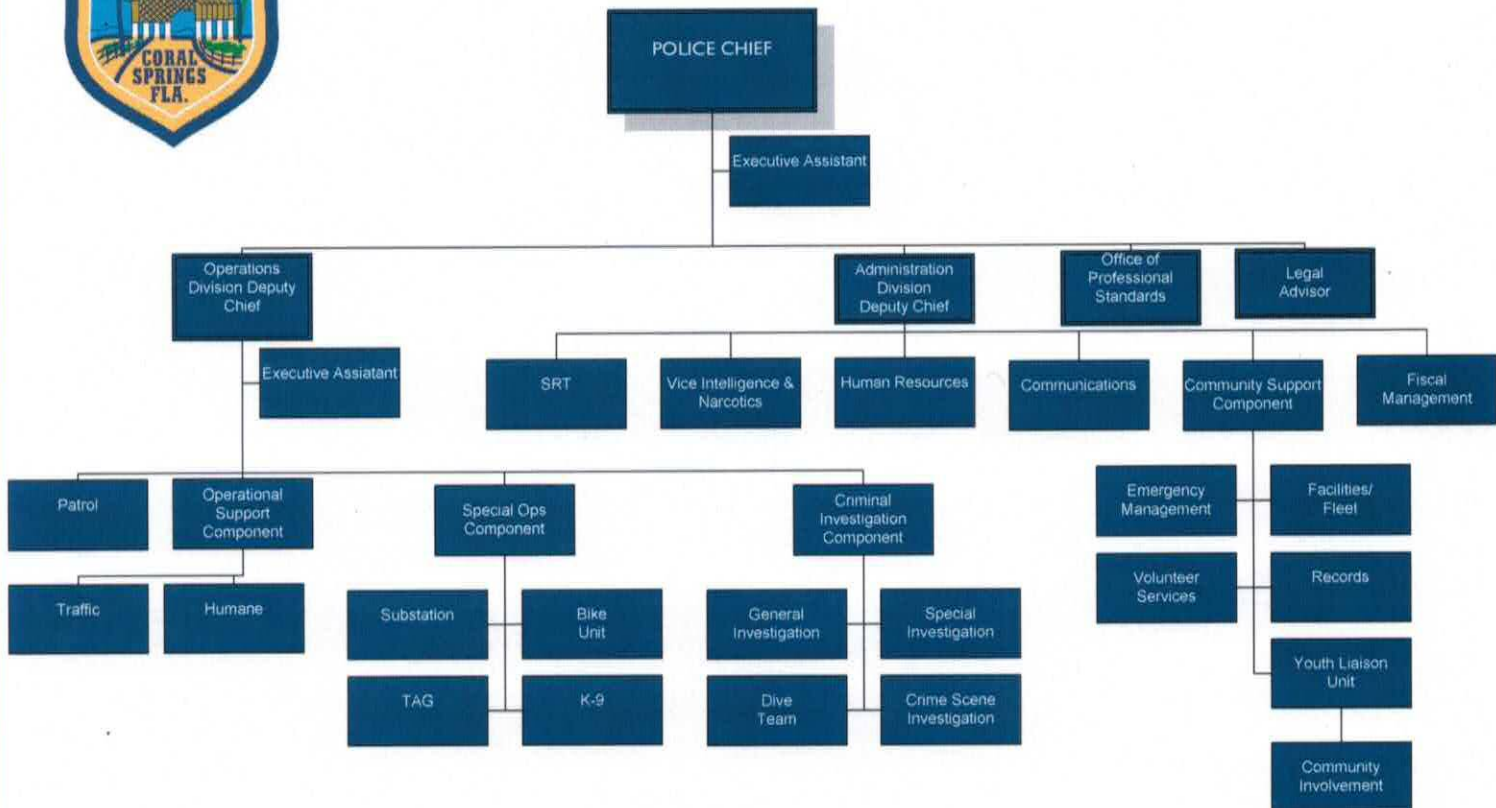
THE CORAL SPRINGS POLICE DEPARTMENT

The Coral Springs Police Department (CSPD) is a nationally recognized police department comprised of a diverse workforce of 202 sworn and 100 civilian employees. Since 1988, CSPD has been nationally accredited through the Commission on Accreditation for Law Enforcement Agencies (CALEA). It has now achieved CALEA's Flagship Accreditation. CSPD is also accredited at the state level through the Florida Commission for Law Enforcement Accreditation. Through a variety of problem solving initiatives including substations throughout the community, a wide variety of juvenile programs and a safe driving campaign, CSPD has proven its commitment to ensuring that Coral Springs continues to be a premier city. CSPD is headquartered in a beautiful state-of-the-art, newly renovated and expanded public safety building.

Non-management sworn CSPD employees are represented by FOP. Labor/management relationships have historically been positive and productive.



CITY OF CORAL SPRINGS POLICE DEPARTMENT



OPPORTUNITIES

Near Term

- Communication Platform Upgrade (911 Center)
- Pension Reform - union negotiations
- Ongoing typical staffing issues of recruitment/retention/ retirements (turnover rate is low)

Ongoing/Future

- Commitment to and maintenance of CALEA and Florida State accreditation
- Will exceed departmental performance expectations in all areas including crime clearance rates, police response times, police overall quality ratings from residents (now 93%) and the percentage of customers who have contact with or know their neighborhood police officer
- Move forward as a top Police Department in region
- Continue to select/recruit most qualified college graduates
- Maintain professional respect of department (locally/nationally)

THE POSITION OF POLICE CHIEF

The Police Chief reports to the City Manager and is responsible for the overall management of CSPD. With the support of a dedicated Public Information Officer, the Chief serves as official spokesperson for CSPD, providing information to the news media and public as needed. The Chief's primary objective is to enforce and ensure the general welfare and safety of the lives and property of all residents, businesses and visitors of Coral Springs. Additionally, the Police Chief directly supervises the grants and accreditation processes, prepares and controls a (\$47M) departmental budget and jointly directs the coordination of natural disaster preparedness, homeland security and emergency response. In Coral Springs, the Police Chief has traditionally been provided considerable independent discretion and initiative.

Coral Springs has had only four police chiefs in its nearly fifty-year history. The current chief, Duncan Foster, has served as police Chief for six-years. He is retiring after twenty-five years of service to the City.

The Police Chief is a key member of City Manager's executive team. The City Manager described this team as a strong culture of equals who share a high level of mutual respect demonstrated by a strong commitment to communicating and collaborating.

JOB REQUIREMENTS

Minimum requirements include a Bachelor's Degree in Criminal Justice, Law Enforcement or related field (Master's Degree preferred) supplemented by more than ten (10) years progressively responsible supervisory/management experience in law enforcement; or an equivalent combination of education, training, and experience. Must possess certification as a sworn Police Officer in the State of Florida, or have the ability to obtain certification upon hiring, and possess and maintain a valid Florida Driver's License.

AWARDS AND RECOGNITIONS

2010	<i>SAFEST CITY IN FLORIDA FOR POPULATIONS GREATER THAN 70,000 BY CP PRESS</i>
2007	<i>FIRST STATE OR LOCAL GOVERNMENT TO RECEIVE THE MALCOLM BALDRIGE NATIONAL AWARD.</i>
2006 & 2007	<i>NAMED ONE OF THE 100 BEST COMMUNITIES FOR YOUNG PEOPLE BY AMERICAN PROMISE.</i>
2006 & 2010	<i>RANKED THE BEST PLACE TO LIVE IN FLORIDA BY CNN AND MONEY MAGAZINE.</i>
2004	<i>HONORED AS THE FIRST CITY OF EXCELLENCE BY THE FLORIDA LEAGUE OF CITIES.</i>
1997 & 2003	<i>FIRST TWO-TIME WINNER OF THE FLORIDA GOVERNOR'S STERLING AWARD FOR ORGANIZATIONAL PERFORMANCE EXCELLENCE.</i>
CURRENT	<i>EARNED WALL STREET'S HIGHEST DIS-</i>



COMPENSATION AND HOW TO APPLY

The salary range for the position is \$107,000 - \$161,000 with the starting salary negotiable depending on the selected individual's qualifications and match with the desired attributes being sought by the City.

The City has an excellent benefit package that includes:

- Choice of City's 401K Management Plan or Police Pension;
- Choice of take home vehicle or \$5,000 annual auto allowance;
- Health insurance (HMO, PPO, or HRA)
- Paid time off program includes annual leave, holidays, personal days, sick leave incentive, jury duty and funeral leave;
- Tuition reimbursement;
- Basic and state-mandated public safety life insurance;
- Long term disability insurance;
- Flexible Spending Accounts,
- ICMA deferred compensation plan (457)
- Optional life Insurance;
- The City will pay reasonable and customary relocation expenses.



This position will remain open until January 23, 2012. To be considered, please send your resume and cover letter with salary history to:

Mr. Robert Slavin
President

Slavin Management Consultants
3040 Holcomb Bridge Road, Suite A-1
Norcross, Georgia 30071
770-449-4656 (phone)
770-416-0848 (fax)
slavin@bellsouth.net
www.slavinweb.com



The CITY OF CORAL SPRINGS is committed to the concept of EEO as a fundamental element of the City's employment principles. Notice is hereby given to eligible veterans and spouses of totally and permanently disabled veterans or spouses of Missing In Action persons that preference in employment, if claimed by applicants, will be given. All applicants, including employees who are being considered for promotional and transfer positions, may be required to undergo drug testing. Failure to undergo or pass a drug test in accordance with the minimum standards as detailed in Section 440.101, Florida Statute, will eliminate your application from further consideration for any position. If you become employed, you may be required to submit to drug testing, including reasonable suspicion and post-accident drug testing. Your refusal to take a requested drug test or failure to pass will result in termination of employment. The City of Coral Springs offers a smoke and drug-free environment.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Invites your interest in the position of:

INSPECTOR GENERAL



West Palm Beach, Florida

About the South Florida Water Management District (SFWMD)

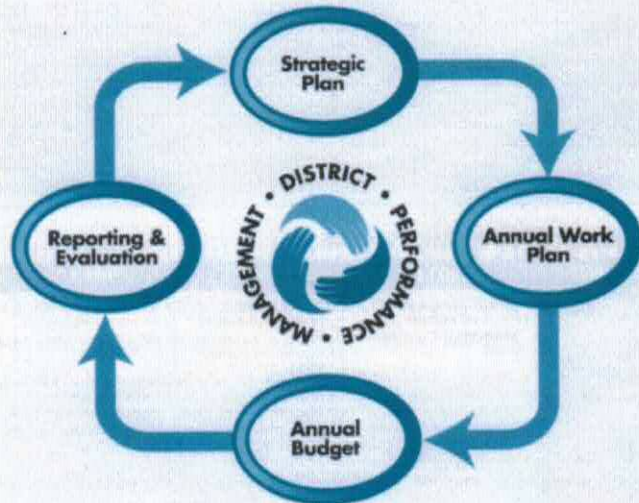
The SFWMD, based in West Palm Beach, is a regional governmental agency that oversees the water resources in the southern half of Florida, covering 16 counties from Orlando to the Florida Keys and serving a population of 7.7 million residents. It is the oldest and largest of the State's five water management districts. Created in 1949, the agency is responsible for managing and protecting water resources of South Florida by balancing and improving water quality, flood control, natural systems and water supply.

A key initiative is the restoration of America's Everglades - the largest environmental restoration project in the nation's history. The District is also working to improve the Kissimmee River and its floodplain, Lake Okeechobee and South Florida's coastal estuaries.

The Florida Department of Environmental Protection (DEP) provides oversight and direction to all five Florida water management districts. SFWMD is directed by nine Governing Board members who set policy for the agency. They reside within the agency's 16-county region and represent a cross section of regional interests and technical expertise including the environment, agriculture, local government, recreation and business. Governing Board members are unpaid citizen volunteers appointed by the Governor and confirmed by the Florida Senate. They typically serve four-year terms. SFWMD encompasses two major watershed basins, the Okeechobee Basin, (15 counties), and the Big Cypress Basin (primarily Collier County). The Big Cypress Basin also has a Basin Board, with appointed members setting policy. One Governing Board member also serves as the chair of the Big Cypress Basin Board.

Our Mission

To manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems and water supply.



The Governing Board appoints the Executive Director, (subject to approval by the Governor and confirmation by the Florida Senate) who directs all South Florida Water Management District activities. The Executive Director carries out the Board's directives. SFWMD employs 1,647 FTEs and has a 2012 budget of \$576.1 M.

About the Office of SFWMD Inspector General

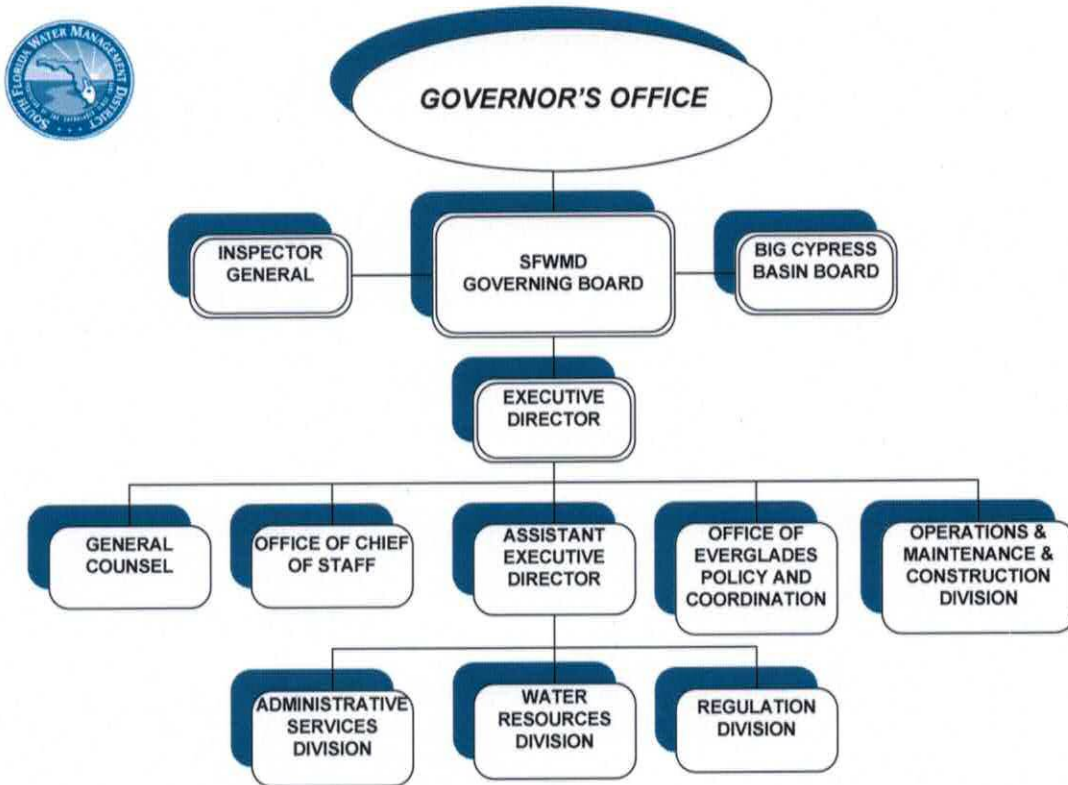
The Office of Inspector General's mission is to provide citizens living within the boundaries of the South Florida Water Management District, including their Governing Board, elected representatives, and District management, with an independent view of operations through objective and professional audits, investigations, reviews, and evaluations of the economy, efficiency and effectiveness of taxpayer-financed programs.

The legal basis for the Inspector General's authority is contained in Chapter 20.055, F.S. Agency inspector general. Chapter 373.079, F.S. which authorizes the Governing Board to appoint an Inspector General whose scope of work is unrestricted. The Office of Inspector General is independent of District management and cannot be prevented "from initiating, carrying out, or completing any audit or investigation." As such, the Inspector General has the authority to audit the records of private firms and nonprofit organizations which are awarded contracts by the District or receive District funds through cooperative agreements. The Office is also responsible for advising on performance measures, standards and procedures for evaluating District programs, and assessing the reliability and validity of information provided to measure District programs and make recommendations for improvement, if necessary. The Inspector General also helps ensure that there is effective coordination and cooperation with federal and state auditors with a view towards facilitating their work and avoiding duplication.

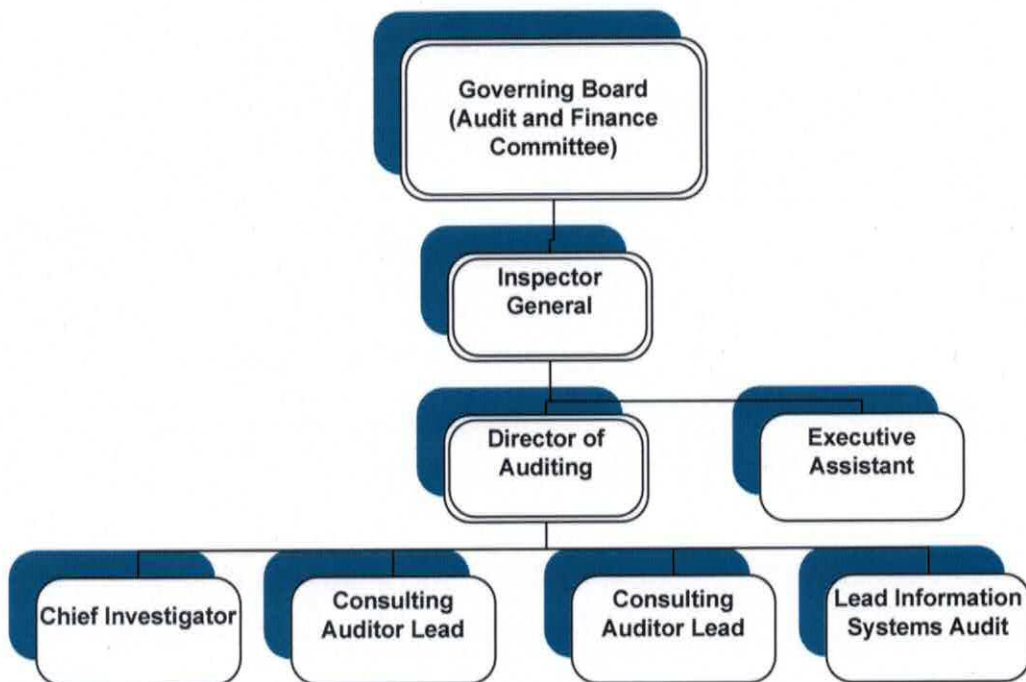
About SFWMD's Governance Model

The District's performance management cycle includes planning, budgeting, implementation, evaluation and reporting. Work plans are updated annually and funded through the budget process. The Strategic Plan documents the overall policy direction and strategic priorities of the Governing Board and the strategies to implement the Governing Board's direction as established by District Management.

SFWMD Organizational Chart



Office of Inspector General Organizational Chart



About the Position of Inspector General and the Job Requirements

Job Summary/Accountabilities

The Inspector General is responsible for assisting in promoting accountability, integrity, and efficiency in the District. He or she performs a number of services including, but not limited to, studying and evaluating internal controls, reviewing operating practices to promote increased efficiency and economy, conducting audits in accordance with audit plans approved by the Governing Board annually, and carrying out certain investigative duties and responsibilities.

This position is primarily accountable for assisting the Governing Board, through its Audit and Finance Committee, and the management of the District in the effective discharge of their responsibilities as they relate to the District's accounting policies, internal controls, financial reporting practices, and accountability over its operations.

The Inspector General prepares an annual comprehensive Internal Audit Plan including objectives and goals, staffing plans, financial budgets and audit schedules. He/she develops and administers an annual operating budget and supervises assigned staff. The work is performed within the guidelines of Generally Accepted Accounting Principles and Generally Accepted Governmental Auditing Standards to reasonably assure that District assets are adequately safeguarded and accurately accounted for; financial and contractual obligations are properly initiated and recorded; and that the internal operating policies and procedures promote efficient and effective business practice.

The Inspector General is required to have a thorough knowledge of governmental operations; government accounting principles and procedures; government auditing standards; auditing methodology, procedures and techniques such as accounting, study and evaluation of internal controls; financial management; statistical sampling; evaluation design; and data analysis.

The Inspector General must have knowledge of fundamental information systems and technology concepts to assess the adequacy of controls in a computer installation, evaluate whether data is properly protected, decide whether proper procedures are used to develop and maintain programs, understand controls needed to provide adequate backup and recovery for computers and software, and communicate effectively with information systems and technology personnel.

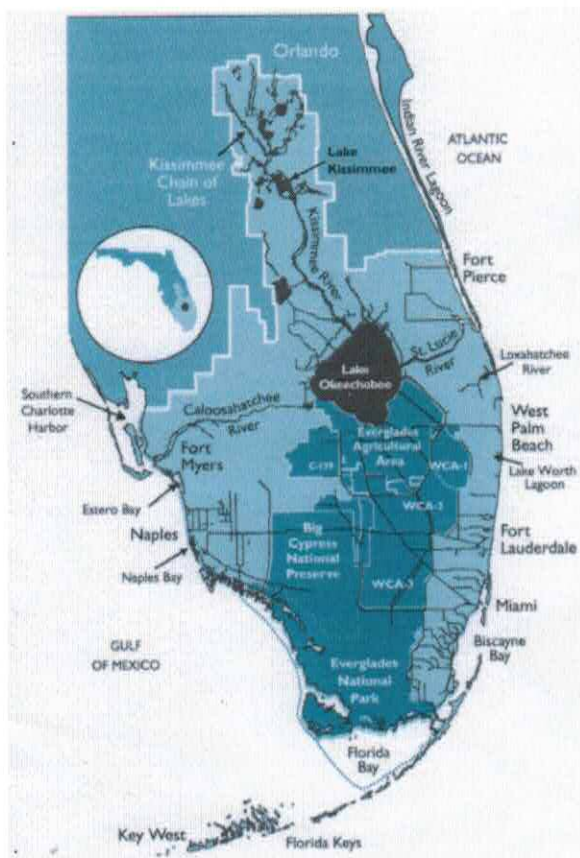
The incumbent should be skilled in statistical sampling and employ sound human relations/interpersonal communication skills.

Florida State Statute Established Requirements

FL Statute 20.055 Agency inspectors general —

(4) To ensure that state agency audits are performed in accordance with applicable auditing standards, the inspector general or the director of auditing within the inspector general's office shall possess the following qualifications:

(a) A bachelor's degree from an accredited college or university with a major in accounting, or with a major in business which includes five courses in accounting, and 5 years of experience as an internal auditor or independent post auditor, electronic data processing auditor, accountant, or any combination thereof. The experience shall at a minimum consist of audits of units of government or private business enterprises, operating for profit or not for profit; or (b) A master's degree in accounting, business administration, or public administration from an accredited college or university and 4 years of experience as required in paragraph (a); or (c) A certified public accountant license issued pursuant to chapter 473 or a certified internal audit certificate issued by the Institute of Internal Auditors or earned by examination, and 4 years of experience as required in paragraph (a).



SFWMD encompasses all or part * of sixteen Counties:

Broward	Miami-Dade
Charlotte*	Monroe
Collier	Okeechobee*
Glades	Orange*
Hendry	Osceola*
Highlands*	Palm Beach
Lee	Polk*
Martin	St. Lucie

To learn more about the South Florida Water Management District visit them online at:
www.sfwmd.gov

Compensation

Beginning salary will be commensurate with background, experience, and ability as determined by SFWMD. Employment in the position is at the pleasure of the Governing Board. A wide array of benefits are available to SFWMD management level employees. These include a relocation program, paid time off provisions, group health, dental, vision, life, AD&D, LTD, educational reimbursement and Florida retirement.

To Apply

The position will be open until filled and the first review of resumes will be October 14, 2011. We are anxious to fill the position. Please send a detailed cover letter and resume with current salary immediately to:

Robert E. Slavin, President

SLAVIN MANAGEMENT CONSULTANTS

3040 Holcomb Bridge Road; Suite A-1

Norcross, Georgia 30071

Phone: (770) 449-4656

Fax: (770) 416-0848

e-mail: slavin@bellsouth.net

www.slavinweb.com



AN EQUAL OPPORTUNITY RECRUITER/EMPLOYER

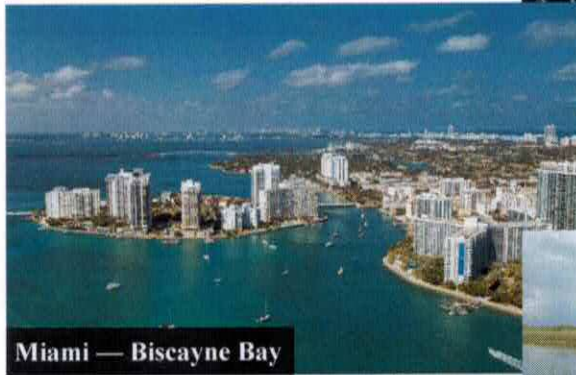
NOTE: Under Florida Law, resumes are public documents and will be provided to the media upon request. Please call prior to submitting your resume if confidentiality is important to you.



Pump Station



Control Room



Miami — Biscayne Bay



SFWMD Scientists at Work



South Florida Hurricane



Gate



OUTSTANDING OPPORTUNITY TO SERVE THE CITIZENS OF

**MYRTLE BEACH,
SOUTH CAROLINA**

AS THEIR NEXT

CITY MANAGER



Introduction

Slavin Management Consultants has been retained by the City of Myrtle Beach, South Carolina, to assist in the recruitment, hiring, and orientation of a new City Manager. This profile has been developed after consultation with the City Council. The Council is unified in its objective to hire a highly-qualified professional based on the interpersonal and professional qualities and skills desired for the position.

The Community

Myrtle Beach is a well-known destination for vacationers from around the country, Canada and abroad. The City's 27,109 permanent residents (according to the 2010 Census) and millions of visitors enjoy wide beaches, warm weather and an incredible range of entertainment, recreation, nightlife, golf, shopping and dining, with more than 300 hotels and accommodation properties and nearly 500 restaurants inside the city limits.

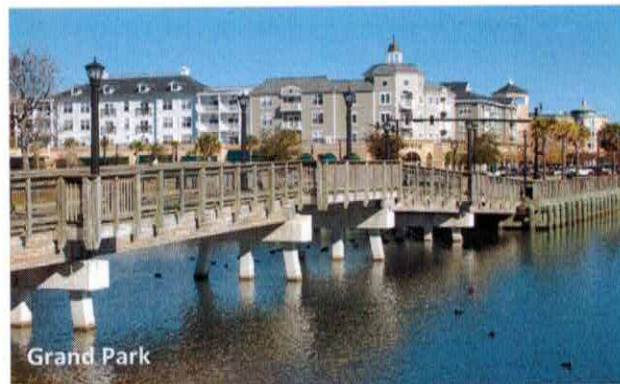
The name "Myrtle Beach" comes from the wax myrtle, an abundant local shrub, and was chosen in a naming contest in 1900. A young town, Myrtle Beach was incorporated in 1938 and became a city in 1957, when the permanent population first topped 5,000. The City celebrated its 75th anniversary in 2013. Today, the City of Myrtle Beach is a full-service resort at the heart of the Grand Strand, a 60-mile stretch of natural beauty on South Carolina's northeastern coast.

Myrtle Beach's population swells to several hundred thousand during the summer months, while spring and fall are also busy with events and festivals. Recreational opportunities abound, with golf and boating topping the list. The former Myrtle Beach Air Force Base has been transformed into the Market Common District, complete with an urban town center, a 100-plus acre Grand Park and recreation facilities. Much of the City's new residential construction is occurring in this area.

Myrtle Beach has 10 miles of beachfront, 25 neighborhood parks and three recreation centers offering organized recreational activities. The 1.3 mile Myrtle Beach Boardwalk and Promenade, which opened in 2010, has helped lead a revitalization of Ocean Boulevard, including construction of the Sky-Wheel and reconstruction of the Second Avenue Pier House Restaurant.

Myrtle Beach's playing fields and sports tourism facilities host thousands of teams annually. The City offers seven full-sized multipurpose fields and two youth fields, all in field turf, at the Grand Park Athletic Complex. Together with the school system, the City shares ownership of Doug Shaw Memorial Stadium, which features a field turf playing field and a state-of-the-art rubberized track. Nearby Ashley Booth Field recently was converted to field turf.

The City is building the Myrtle Beach Sports Center, a 100,000 square foot indoor facility near the Myrtle Beach Convention Center. The Sports Center will accommodate eight full-court basketball games or 16 full court volleyball games at once. Completion is expected in spring 2015. The City also owns and oper-



Grand Park

ates the Myrtle Beach Convention Center and shares ownership of the Class A Myrtle Beach Pelicans' baseball stadium on a 70-30 basis with Horry County.

The City has more than 35 miles of paved bicycle paths and bike lanes running alongside major traffic arteries. At the Market Common District and along Ocean Boulevard, multi-purpose paths and bicycle lanes provide for alternative modes of transportation. The East Coast Greenway also runs through Myrtle Beach, mainly along Grissom Parkway, Harrelson Boulevard and US 17 South.

The Organization

In 1973, Myrtle Beach voters adopted the Council-Manager form of government by an overwhelming four-to-one margin. City Council is the legislative body and determines the policies and direction of municipal government. Council is composed of six members and a mayor, who serves as the presiding officer. Council and the Mayor are non-partisan and are elected at-large to staggered, four-year terms.

City Council appoints the City Manager to serve as chief executive officer of the municipal corporation. The Manager administers the daily operations of the City through executive staff members and department heads. Currently, the City Manager is assisted by two Assistant City Managers, a Budget and Evaluation Office and Public Information Office, along with Departments of Human Resources, Finance, Public Works, Planning, Construction Services, Cultural and Leisure Services, Police, Fire and Convention Center.

The City's budget for fiscal year 2014-15 totals \$159.4 million and includes a three mill net property tax increase, raising the rate from 66.1 to 69.1 mills. Owner-occupied homes continue to receive a credit for a portion of the operational millage, thanks to the one percent Tourism Development Fee. The tax increase will help fund 10 additional police officer positions, including necessary equipment, along with one crew supervisor for sports tourism. The City's 864 fulltime employees received a two percent salary adjustment in July. For additional information about Myrtle Beach, please visit www.cityofmyrtlebeach.com.



Below are the members of City Council, their occupations and the number of years each has served:

Name	Occupation	Years Served	Expiration of Current Term
John T. Rhodes, Mayor	Executive Director, Beach Ball Classic	8	January 2018
Michael Chestnut, <i>Mayor Pro Tempore</i>	Restaurateur	13	January 2016
W. Wayne Gray	Banker	12*	January 2018
Mike Lowder	Security and Private Investigations	4	January 2018
Susan Grissom Means	Management Consultant	14	January 2016
Philip N. Render, DMD	Technical College Administrator	10	January 2016
Randal G. Wallace	Commercial Realtor	12	January 2018

* Mr. Gray served a four-year term from January 1998 to January 2002.

City of Myrtle Beach Organizational Chart

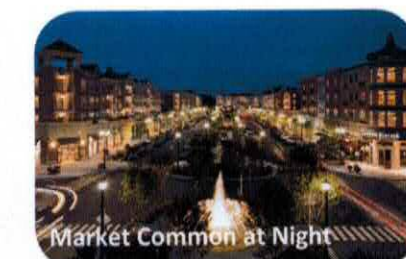




Issues and Opportunities

The Mayor and City Council members believe that the current City Manager has built an excellent organization comprised of top notch staff and that the City is functioning at a high level. Having said that, the Council sees no value in resting on laurels and is looking for a new City Manager who will assertively seek opportunities to further improve the effectiveness and efficiency of the government.

- The most critical need facing the City is to develop and implement a plan which will prevent the lawless and dangerous activity that takes place annually on Memorial Day weekend. (3 deaths this year)
- A majority of senior managers and department heads are nearing retirement and will need to be replaced.
- Limited City resources must be managed to accommodate service demand fluctuations caused by the tourism seasonal ebb and flow.
- Several sections of the downtown area and the oceanfront are still in need of redevelopment.
- The City needs to complete the removal of storm water pipes from the beach.
- An extraordinary amount of new residential and commercial development is occurring; the leadership structure of the community will likely adjust as new residents arrive and assimilate.
- Myrtle Beach is among the top five Sports Tourism destinations in the country with world class new and expanding venues currently in various stages of development.



"First in Service" Philosophy

The City's "First in Service" philosophy states: "We believe that the employees of the City are collectively among the most talented and dedicated to be found in any workforce. Through the efforts of these employees, the City of Myrtle Beach serves the public in an outstanding manner, providing needed services efficiently and courteously. We believe that we can learn from the collective experiences of this work force to focus our efforts, provide even better service to the public, and improve the satisfaction experienced by all employees for the contributions they make."

Qualifications and Qualities

Minimum qualifications are a bachelor's degree (Master's degree preferred) in public administration or a related field and successful experience at either the CEO or full assistant CEO level gained in a local government with characteristics similar to Myrtle Beach. Experiences with tourism-based communities, sports tourism, economic development and major event management are strong pluses.

Ideal candidates will be strong, proactive and fully experienced leaders with proven success records. Myrtle Beach's next City Manager will have a comprehensive understanding and full appreciation for the council/manager form of government and honor its intrinsic role distinctions. He or she will have comprehensive knowledge, skills and abilities in municipal finance and budgeting. Excellent interpersonal skills are required.

A competitive starting salary and excellent benefits are negotiable depending upon qualifications and experience. City residency is required subsequent to appointment. Additional information regarding the position can be found at the consultant's website: www.slavinweb.com and on the City's website at www.cityofmyrtlebeach.com.

Apply by Monday, August 18, 2014, with cover letter, resume and present salary to:



Robert E. Slavin, President
SLAVIN MANAGEMENT CONSULTANTS
 3040 Holcomb Bridge Road, Suite A-1
 Norcross, Georgia 30071
 Phone: (770) 449-4656
 Fax: (770) 416-0848
 E-mail: slavin@bellsouth.net
www.slavinweb.com



In compliance with South Carolina open records laws, the names of the top three finalists must be made public prior to the extension of an employment offer.

AN EQUAL OPPORTUNITY RECRUITER/EMPLOYER





EXECUTIVE MANAGEMENT SEARCH FIRM SERVICES

RFP 14-32

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

SECTION 1
PROPOSER ACKNOWLEDGEMENT FORM

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP #14-32

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Proposal Name: **Executive Management Search Firm Services**

Proposal Release Date: September 19, 2014

Last Day for Questions: September 30, 2014 at 5:00 P.M.

Proposal Due Date & Time: October 7, 2014 at 10:00 A.M.

Proposals Received After the Above Date and Time Will Not Be Considered.

PROPOSER'S NAME: COLIN BAENZIGER & ASSOCIATES

PROPOSER'S MAILING ADDRESS: 2055 SOUTH ATLANTIC AVENUE, SUITE 504

CITY-STATE-ZIP: DAYTONA BEACH SHORES, FL 32118

PHONE NUMBER: (561) 707-3537

EMAIL: Colin@cb-asso.com

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 1 2 3 4 5

If returning as a "No Proposal", please state reason (s):

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Colin Baenziger

NAME (TYPED)

Principal/Owner

TITLE

October 4, 2014

DATED

SECTION 2

SUBMITTAL INFORMATION

SECTION 2a)

LETTER FOR INTEREST

October 3, 2014

The Honorable Mayor Allen Green, Vice Mayor Donald O. Burnette and Councilors
Bob Ford, Drew Bastian and Dennis A. Kennedy

ATTN: Lisa Pallante, Interim Purchasing Manager

Finance Department, City Hall

City of Port Orange

1000 City Center Circle

Port Orange, Florida 32129

Dear Mayor Green, Vice Mayor Burnette and Councilors Ford, Bastian and Kennedy:

Colin Baenziger & Associates (CB&A) appreciates the opportunity to submit a proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

While CB&A is a municipal recruiting firm which has conducted assignments across the country, our home base is Florida. In fact, we have been selected to perform 92 of the last 127 recruitments where a Florida city or county has chosen to use a recruiter to find its City or County Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and manager selection. We also offer the best warranty in the industry.

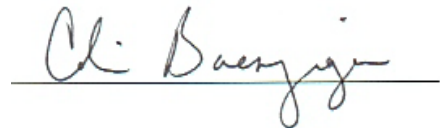
Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that six of our local government clients have passed resolutions thanking us for our outstanding efforts in finding their key staff. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for you to be our next client to pass such a resolution.

Some of our Florida searches include City Managers for Cape Coral, Cape Canaveral, Cocoa Beach, Cooper City, Cutler Bay, Dania Beach, Fort Pierce, Hallandale Beach, Miami Gardens, Melbourne, Miramar, Mount Dora, Palm Bay, Palm Coast, Panama City Beach, Palmetto Bay, Pinecrest, Satellite Beach, Sunrise, Tavares and Titusville. We have also found City Managers for Ankeny, IA; Ashland, KY; Bellevue, WA; Fayetteville, NC; Medina, WA; Roanoke, VA; Scottsdale, AZ; and Tacoma, WA. Additionally, we have sought the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia), County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; Polk County, IA; St. Johns County, FL; St. Lucie County, FL; and Union County, NC.

Our current searches include, among others, the County Administrator for Alachua County, FL, and the Chief Administrator for El Paso County, TX, as well as City Managers for Delray Beach, FL; St. Pete Beach, FL; and Surfside, FL. We are also conducting searches for the Executive Director of the Central Florida Expressway Authority and for Finance Directors for Pasco County, FL and the Escambia County Housing Finance Authority.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

SECTION 2b)

TABLE OF CONTENTS

PROPOSAL TO PROVIDE EXECUTIVE MANAGEMENT SEARCH SERVICES

TABLE OF CONTENTS

TAB	SUB-TAB	SECTION TITLE
1.		PROPOSER ACKNOWLEDGEMENT FORM
2.		SUBMITTAL INFORMATION
	a)	Letter of Interest
	b)	Table of Contents
	c)	Lead Project Representative Information/Qualifications
	d)	Location of Office
	e)	References
	f)	Project Schedule
	g)	Work Plan and Process
	h)	Overview of City Involvement
	i)	Proposal Price and Billing Rates
	j)	Placement Guarantee
	k)	Sample Brochure / Advertisement / Marketing Materials of Previous Searches
3.		SWORN STATEMENT OF PUBLIC ENTITY CRIMES
4.		ANTI-COLLUSION STATEMENT
5.		DRUG FREE PREFERENCE STATEMENT
6.		TOTAL GUARANTEED MAXIMUM PROPOSAL
7.		INSURANCE CERTIFICATES
8.		GOVERNMENTAL SEARCHES

SECTION 2c)

**LEAD PROJECT REPRESENTATIVE
INFORMATION / QUALIFICATIONS**

PROJECT TEAM

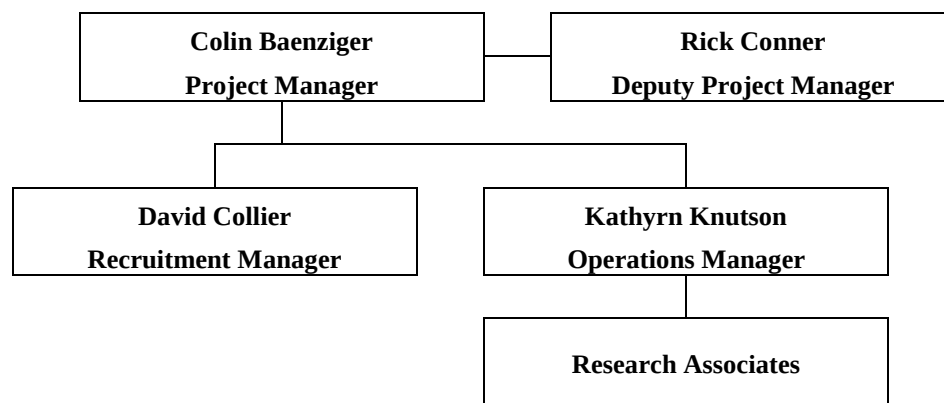
Project Team and Involvement

Colin Baenziger & Associates is an experienced recruiting firm which strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person—he will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to fifteen years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Overall, he has been the firm's Project Manager for more than one hundred and twenty five city and county manager searches. Prior to starting CB&A, he spent over 20 years hiring key staff.

Rick Conner, Vice President, will serve as deputy project manager. Mr. Baenziger will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. He has over 30 years of in local government and in executive recruiting. He earned Bachelors of Science Degrees in Business Administration and Engineering from the University of Missouri.

David Collier, senior vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. Before joining CB&A as a recruiting in 2006, he had over 30 years of experience as a senior level local government manager in several states and in that capacity hired many key staff. He earned his Bachelor of Arts degree in economics and his Master's degree in public administration from the American University in Washington, D.C.

Kathyrn Knutson, Vice President for Operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.



All of the above staff have the time available that will be needed to do an outstanding job on this recruitment.

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments, he understands what it takes to do the manager's job effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation's managers on a first-name basis.



Some of Mr. Baenziger's searches for local governments include:

- City Manager, Cape Coral, FL (population 154,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Cooper City, FL (population 32,000)
- City Manager, Fayetteville, NC (population 208,000)
- Village Manager, Key Biscayne, FL (population 11,000)
- Economic Development Director, Loudoun County, VA (population 326,000)
- Community Development Director, Miami, FL (population 373,000)
- Borough Manager, Matanuska-Susitna Borough, Alaska (population 88,000)
- City Manager, Mount Dora, FL (population 12,000)
- County Manager, Clackamas County, OR (population 380,000)
- City Manager, Palm Coast, FL (population 51,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, Sunrise, FL (population 91,000)
- City Manager, Tacoma, WA (population 200,000)
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)
- City Manager, Titusville, FL (population 44,200)
- County Manager, Union County, NC (population 290,000)

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association. He has also been called upon frequently to speak at conferences of the Utah and Florida City/County Managers' Associations, and the Florida Public Personnel Association.

Rick Conner, P.E.

Vice President

Rick Conner is a recent addition to CB&A's staff and its strong cadre of municipal operations experts. With over 30 years of management experience in local government, he has seen it all and done most of it. He possesses keen analytical skills and the ability to slice through critical issues. As a result, he is another outstanding weapon in the firm's arsenal of experts. His years in local government and his many licenses and certifications help him to judge talent quickly and effectively.



In addition to his experience as a City Manager, Rick's previous positions such as a Public Works Director, gives him an excellent perspective of the needs of local government operations and staffing.

Prior to joining Colin Baenziger & Associates in 2012, some of the top leadership positions that Rick has held include:

- City Manager of Sunny Isles Beach, Florida,
- City Manager of Portland, Texas,
- City Manager of Marble Falls, Texas,
- Public Works Director of Nashville/Davidson County, Tennessee, and
- Public Works Director of Bryan, Texas

While serving in these positions, Rick received national recognition for his Customer Service programs. Over his career, Mr. Conner has been involved in a variety of recruitments including:

- City Manager, Fayetteville, NC,
- City Manager, Sarasota, FL,
- City Manager, Cocoa Beach, FL
- Chief Executive Officer/General Manager, Des Moines (IA) Water Works,
- Finance Director/Procurement Officer for a bedroom community to Corpus Christie, TX,
- Accounting Director for a medium size West Texas city
- Police Chief for a Florida barrier island community,
- Water and Wastewater Director for a medium size, central Texas city,
- Airport Fixed Base Operator for a Texas university community, and
- Airport Manager for a medium size Texas university city.

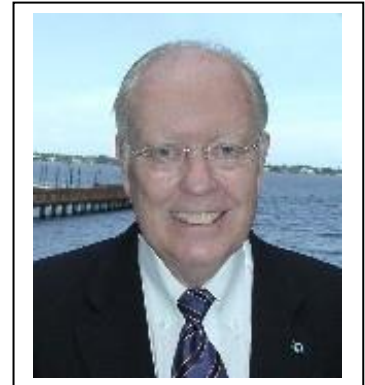
Rick holds a Bachelor of Science in Business Administration and a Bachelor of Science in Civil Engineering from University of Missouri. He also worked towards Masters Degrees in both Math and Civil Engineering before joining the work force. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas.

Dave Collier, M.P.A.

Senior Vice President

Before joining CB&A in 2006, Dave Collier spent over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave's specialties is executive search. With his many years of experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.



Dave has overseen the recruitment and selection of:

- County Manager, Brevard County, FL,
- City Manager, Coral Gables, FL,
- City Manager, Cape Canaveral, FL,
- City Manager, Dania Beach, FL,
- City Manager, North Miami, FL,
- City Manager, Orange City, FL,
- City Manager, West Melbourne, FL,
- City Administrator, West Park, FL,
- Finance Director for Tamarac, FL, and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers. Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Master's degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

Ms. Knutson is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys, and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns and by finding creative ways to solve their problems. In her book, the client comes first.



Since beginning her working relationship as a subcontractor with Colin Baenziger & Associates, Ms. Knutson has been involved in virtually every executive search the firm has conducted. Some of the more notable searches include:

- Public Works Director, Chandler, AZ (population 250,000)
- City Manager, Town of Bay Harbor Islands (population 5,200)
- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Cutler Bay, FL (population 35,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Greensboro, NC (population 259,000)
- City Manager, Homestead, FL (population 59,800)
- Village Manager, Key Biscayne, FL (population 11,000)
- City Manager, City of Marathon, FL (population 11,500)
- Village Manager, Village of Palmetto Bay, FL (population 24,000)
- City Manager, Portland, ME (65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, City of West Melbourne, FL (population 15,000)

As noted, a major part of Ms. Knutson's work has been on special projects. For example, she is responsible for the firm's annual City Manager compensation survey and also has worked with Palm Beach County Water Utilities reviewing a portion of its billing database. The utility's concern was possible under-billing, and our work involved a review of billing records for reasonableness and consistency, as well as extensive work in the field. Thanks to Ms. Knutson's work, the Utility recovered our fee several times over.

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She has also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She has also been involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. Ms. Knutson has an associate's degree in business education from West Georgia College in Carrollton, Georgia. Kathryn currently resides in Oneida County, WI.

SECTION 2d)

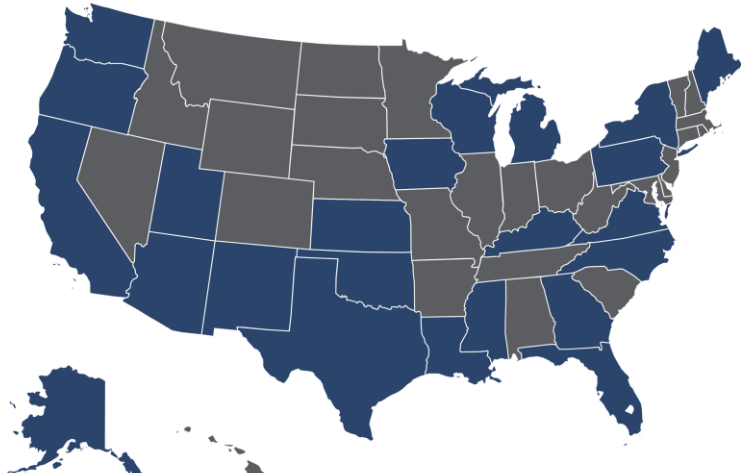
LOCATION OF OFFICE:

DAYTONA BEACH SHORES, FL

SECTION 2e)

REFERENCES

We have served clients in states marked blue.



References (continued)

The staff at Colin Baenziger & Associates has completed over 200 searches for city and county managers and more than 300 senior-level local government management searches overall. Each of the aforementioned staff members participated in this search. Note: Appendix A provides a list of all of our executive searches.

City Manager, Cape Coral, FL (population 154,300)

Contact: Council Member Rana Erbrick at (239) 257-9758, or
Financial Services Director Victoria Bateman at
(239-574-049

Cape Coral is located near Florida's west coast near Fort Myers and approximately 130 miles south of Tampa. CB&A began its work on December 15, 2011 to find Cape Coral's next **City Manager**. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews took place on March 22nd and 23rd and *John Szerlag, then City Manager of Troy, MI*, was selected on March 26th. Colin Baenziger served as the project manager for this search. The fee was \$20,000.

John Szerlag



City Manager, Hallandale Beach, FL (population 39,000)

Contact: Mayor Joy Cooper at (954) 632-5700, or

Colin Baenziger & Associates was asked to conduct the recruitment for the City Manager in November 2011. The recruitment effort was timed so that the new manager would start work at approximately the same time as the out-going manager retired. We began recruiting on January 1, 2012 and began to search for high caliber candidates. The deadline for applications was January 31st. *Ms. Renee Miller, formerly an Assistant City Manager with Miami Gardens, FL*, was hired in April, 2012 and began work in June 2012. The fee was \$18,000.

Renee Miller



References (continued)

City Manager, City of Madeira Beach, FL (population 4,200)

Contact: Mayor Travis Palladeno at (727) 239-5549, or
TPalladeno@madeirabeachfl.gov

Madeira Beach is a tropical tourist location on the Western Coast of Florida in Pinellas County. Colin Baenziger and Associates began searching for a **City Manager** on September 30, 2011. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Shane Crawford, former Assistant County Administrator with Walworth County, WI* was selected as the next manager on November 22nd. The fee was \$20,000.

Shane Crawford



City Manager, City of Melbourne, FL (population 76,000)

Contact:

Melbourne is located Florida's east coast near Cape Canaveral. On August 30th, Colin Baenziger and Associates was selected by the City of Melbourne to find its next **City Manager**. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. *Mr. Michael McNeese, formerly City Manager of Sarasota, FL*, was selected to become Melbourne's next City Manager on November 30th. The fee was \$21,500.

Mike McNeese



City Manager, Scottsdale, AZ (population 221,000)

Contact: Vice Mayor Suzanne Klapp at (480) 312-7402, or
Council Member Guy Phillips at (480) 312-2374

Scottsdale retained CB&A just before Christmas, 2012 to help find its next **City Manager**. We were asked to begin work in late February, 2013. We met with the Council Members and based on what we learned, we crafted a recruitment profile and began to search the country for outstanding candidates. Background checks were thorough and three finalists were selected. Interviews were held on May 21st and 22nd and *Fritz Behring, formerly County Manager for Pinal County, AZ*, was selected on the 22nd. Shortly after being selected, Mr. Behring was named American City and County Magazine's County Leader of the Year. The fee was \$19,000.

Fritz Behring



References (continued)

County Manager, St. Lucie County, FL (population 283,900)

Contact: County Attorney Dan McIntyre at (772) 462-1417

St. Lucie County is located on Florida's Atlantic Coast and approximately 130 miles north of Miami. CB&A was selected in January 2014 to help find the County's next **County Administrator**. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews took place on April 18th and *Howard Tipton, former Deputy County Administrator for Orange County, FL*, was selected on April 22nd. The fee was \$20,600.

Howard Tipton



City Manager, Satellite Beach, FL (population 10,100)

Contact: Mayor Frank Catino at (321) 223-7700, or fcatino@satellitebeach.org

Satellite Beach retained CB&A just after Christmas, 2012 to help find its next **City Manager**. We began work immediately by meeting with the Council Members and based on what we learned, we crafted a recruitment profile. We searched the country for outstanding candidates. Background checks were thorough and four finalists were selected. Interviews were held on March 15th and 16th and *Courtney Barker, formerly Executive Director of the Planning and Growth Management Department for Titusville, FL*, was selected on the March 21st. The fee was \$21,500.

Courtney Barker



City Manager, Titusville, FL (population 44,200)

Contact: Mayor Jim Tulley at (321) 383-5802, or
Assistant City Manager Tom Abbate at (321) 567-3702

CB&A was hired in early May 2014 to find Titusville's next **City Manager**. Titusville is located on Florida's Space Coast and is home to many of the individuals who supported the space shuttle program. We were asked to identify someone with strong leadership capabilities. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. *Scott Larese, formerly the Director of the Cunningham Center at Columbus State University and Garrison Commander at Fort Rucker, AL*, was selected on August 4th. The fee was \$23,000.

Scott Larese



References (continued)

Candidate References

While it is important to deliver what the City or County expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from three of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Kristen Denne	City Manager Johnstown, PA	Township Manager Springettsbury Township, PA Appointed in August 2014	(717) 757-3521, or (412) 932-6850 kristen.denne@springettsbury.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed in June, 2014	(540-667-1815) citymanager@winchesterva.gov
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014	(757) 253-6604 bryan.hill@jamescitycountyva.gov

SECTION 2f)

PROJECT SCHEDULE

Suggested Project Schedule

The following schedule assumes CB&A is selected to complete the search by early February 2015 with a start date for the new City Manager of approximately April 1st. It also assumes that a Citizen's Advisory Committee will have been appointed and can meet the dates indicated.

Phase I: Needs Assessment / Information Gathering

- November 4th: CB&A begins working with the Mayor and City Council Members to understand the job and its challenges. That evening we will meet with the Citizen's Advisory Committee.
- November 12th: CB&A submits the draft of the full recruitment profile to the City for its review.
- November 18th: CB&A meets with Citizen's Advisory Committee and Council Members to finalize the Recruitment Profile.

Phase II: Recruiting

- November 21th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,400 local government professionals.
- December 12th: Closing date for submission of applications.
- December 17th: CB&A reports the results of the recruitment to the Elected Officials.

Phase III: Screening, Reference Checks and Credential Verification

- January 12th: CB&A forwards the candidate report and materials to the City. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results.
- January 19th: CB&A reviews the semi-finalists' qualifications with the City officials. City officials select finalist.

Phase IV: Interview Process Coordination and City Selection

- February 6th: City holds reception for the finalists.
- February 7th: One-on-one and full Council Interviews.
- February 9th: City selects its next City Manager.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with the City and the selected candidate on an employment agreement. Typically this process takes two weeks. The candidate may also need to give 30 days' notice. Hence, an April start date is feasible.

SECTION 2g)

WORK PLAN AND PROCESS

Section 2g): Work Plan and Process

The following search methodology has been refined over the past sixteen years and now is virtually foolproof. We will modify it to integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Phase I: Information Gathering and Needs Assessment

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources.
- Interview the elected officials and other stakeholders. Our goal is to develop a strong sense of your community, its leadership, its short and long term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the elected officials and stakeholders consider important), and
- Determine a reasonable compensation package.

We will also finalize the timeline so candidates can mark their calendars well in advance and will be available when the elected officials wish to conduct the interviews.

We will incorporate two meetings with the Citizen's Advisory Committee. This Committee will be valuable as its members will provide additional perspectives and a better understanding of the environment the City Manager will be working in.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a position description and comprehensive recruitment profile. We will provide our draft for your review and comment. Your suggestions will be incorporated, and the final documents prepared. A sample of our work is included as Appendix B. Other samples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom will do the job extraordinarily well and who are so good you will have a difficult time choosing

Section 2g): Work Plan and Process (continued)

among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished.
- **Advertising:** While we will seek out the best, we will not ignore the trade press as it often yields strong candidates. We intend to contact the members of organizations such as the International City/County Management Association (ICMA), Florida League of Cities, Ken Small's (of the FLC) CMs, and other similar organizations. We will also post it on our website: www.cb-asso.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates our clients are seeking.
- **Email:** We will also e-mail the recruitment profile to our listserv of over seven thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.
- **The Private Sector:** Some of our clients ask that private sector candidates be included among our suggested finalists. While we do not routinely recommend candidates with no experience in government, we have been very successful in finding highly qualified and capable private sector people to bring forward.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from sixty to one hundred applicants. We will narrow the field as described above and present information on candidates to the elected officials. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community. Typically forty percent of our finalists are women and/or minorities.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the top ten to fifteen candidates. Some of these may be in-house candidates or individuals who have held high-level positions in other governments but who have never been the Administrator.

Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the

Section 2g): Work Plan and Process *(continued)*

Green Bay Packers. Hence, we do not believe we should only consider those who have already held the position we are recruiting for.

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

Step Three. Candidate Materials and Background Investigations. For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the City to evaluate the candidates written and communicative skills.
- **Candidate Disclosure Statement:** Finally, we will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.
- **Search the Internet and Newspaper Archives:** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.
- **Legal Checks:** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.
- **Verification of Education:** We also verify claimed educational degrees to assure the candidate is being totally forthright.
- **Verification of Work History:** We verify employment for the past fifteen years.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the

Section 2g): Work Plan and Process *(continued)*

candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Additional Candidate Materials

For the selected candidates, CB&A will compile the information we have developed into a written report for each recommended candidate. Specifically, this information will be the candidates' resumes, introductions, background checks, Internet / Google search results and reference checks. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. A complete sample candidate report is included as Appendix C. The preceding information will be forwarded to you electronically.

The goal in developing these materials will be to give the City a clear picture of the candidates and to determine which ones best meet the criteria established Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the City and, with the City's concurrence, the candidate will be dropped from further consideration.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and make a final determination concerning who will be invited to interview. The goal is to select four to six candidates to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the selected candidates by telephone and give them the opportunity to ask additional questions. CB&A will also contact those not selected to advise them of their status. Part of the notification will include advice concerning the candidates' resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Section 2g): Work Plan and Process (continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an interview/assessment process for the City's review including means to evaluate the candidates' communication skills, interpersonal skills, and decision-making skills. As part of the process, we will recommend the elected officials observe the finalists in a number of settings. We will also recommend you invite the finalists' spouses so they can spend time in and evaluate your community.

Day #1: The finalists are given a tour of the community and its facilities by a knowledgeable staff member. Later, senior staff members meet briefly with the candidates. This opportunity allows the finalists to ask questions and the senior staff to assess the candidates.

Later, that evening, the elected officials host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next City Manager will, after all, represent your local government in numerous venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice-breaker whereby the elected officials and the candidates get to know one another informally. It should be noted that confidentiality may preclude a reception.

Day #2: Beginning at approximately 8:30 a.m., each candidate interviews individually with each elected official for approximately 40 minutes. These meetings provide the elected officials with an opportunity to assess how the candidates might interact with them on an individual basis. It is very important to know if good chemistry exists. Ultimately, Administrators succeed and fail based on their interaction with the elected officials and the one-on-one interviews are an excellent way to test that interaction.

After lunch, the elected officials as a group will interview each candidate so that they can assess the candidates in a formal meeting. Part of the interviews may include a PowerPoint presentation so the elected officials can observe the candidates' presentational skills.

Task Nine: Debriefing and Selection

Once the interviews have concluded, CB&A suggests the elected officials adjourn and hold a meeting a day or two later to select the next City Manager. Although the selection can be made the same day as the interviews, this decision is quite important and we recommend you take some time to consider what you have seen and heard.

In terms of the final selection, we have developed a simple methodology that moves the elected body quickly and rationally to the desired outcome. Once the selection has been made, CB&A will notify the finalists of their status. Candidates are eager to know and we feel it is important to keep them informed.

Section 2g): Work Plan and Process (continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the elected officials wish, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide biweekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

SECTION 2h)

OVERVIEW OF CITY INVOLVEMENT

Overview of City Involvement

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

The City should also plan to provide the following information, if it is not available on the City's website, to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Manager, and any evaluations of the organization completed in the last year.

These are the only obligations and responsibilities City is expected to assume in the recruitment process.

SECTION 2i)

PROPOSAL PRICE AND BILLING RATES

Proposal Price and Billing Rates

Cost

CB&A offers a firm, fixed fee of \$23,000 for all of costs associated with needs analysis, recruiting, expenses, preliminary screenings, interview coordination, and continuing assistance. It should be noted that CB&A has never asked a client to pay anything beyond the agreed upon fee even when it was warranted due to unforeseen circumstances. The only costs beyond our fee that the City will be responsible for are the costs associated with the candidates' (and spouses', if invited) travel, accommodations, and meals for the interview process). This fee structure is advantageous to both the City and CB&A: the City can have a certain amount of flexibility in the overall price of the search and CB&A will not need to keep track of every minor expense.

We will bill the fee as the phases are completed and according to the following schedule:

Phase I: Needs Analysis / Information Gathering	\$3,500
Phase II: Recruiting	\$9,000
Phase III: Full Background Checks	\$7,500
Phase IV: Interview Process Coordination and City Manager Selection	\$1,500
Phase V: Negotiation and Continuing Assistance	\$1,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$125 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

SECTION 2j)
PLACEMENT GUARANTEE

Placement Guarantee

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search and assuming it selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search at no charge for our services. If the individual leaves for any reason other than an Act of God (such as total incapacitation or death) during the second year, CB&A will repeat the search for the cost of its expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

SECTION 2k)

**SAMPLE BROCHURES / ADVERTISEMENT /
MARKETING MATERIALS OF PREVIOUS
EXECUTIVE SEARCHES**



Alachua County *Florida*

County Manager Position Available - Apply by August 18, 2014



Welcome to Alachua County! Located in north-central Florida along the I-75 corridor, Alachua County is the place, “Where Nature and Culture Meet”, a community that values wild places and public spaces.

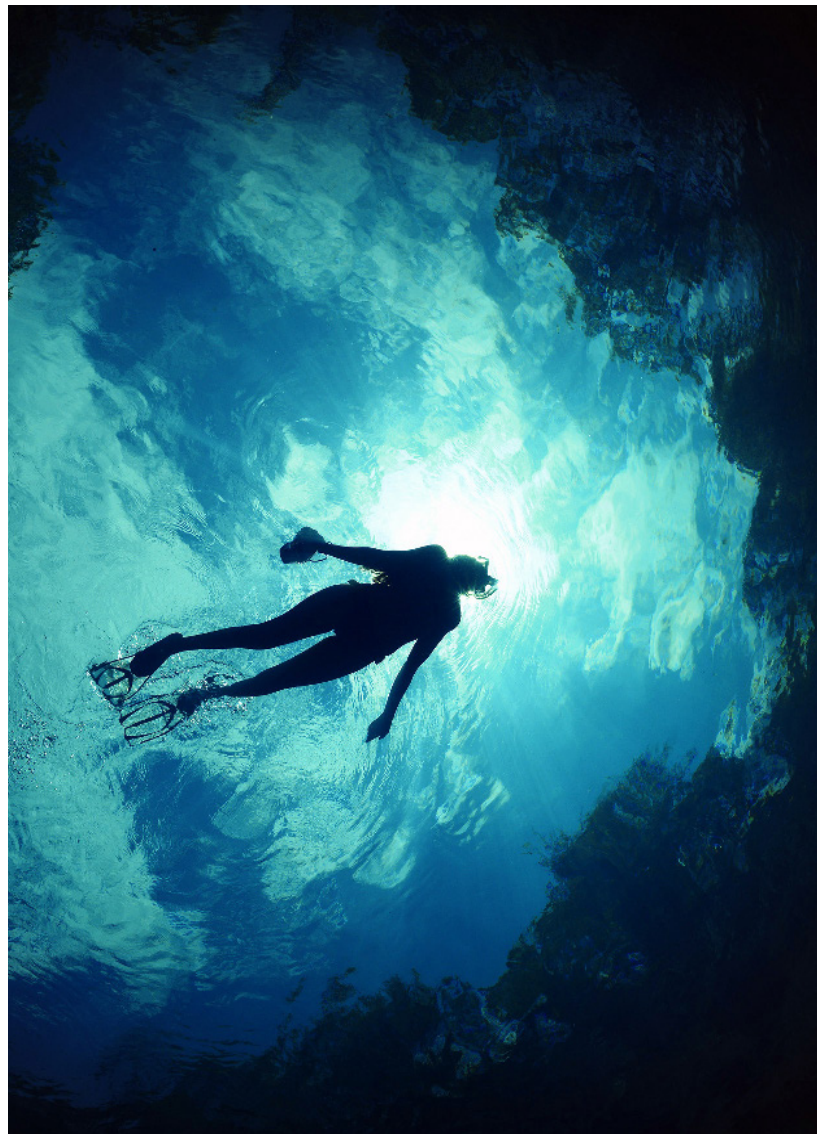
The county seat, Gainesville, is a vibrant, energetic and diverse community with much to offer in terms of major sporting and cultural events. It is home not just to the University of Florida but also to Santa Fe College. While the former is better known, the latter is one of the country’s premier public colleges, with 24,000 students and ranks in the Top 10 nationally in the number of Associate Degrees awarded. As a result, the County has the highest level of educational achievement in the State of Florida. Another result is the area is known for innovation and as a business incubator. Gainesville is also home to one of the nation’s premier healthcare systems – University of Florida Health was named one of the country’s best hospitals in 2013. These resources mean Alachua County is a leading center of education, innovation, medicine, cultural events and athletics.

But there is more. North of Gainesville among the rolling hills and piney woods is the town of Alachua. Its Main Street of small family owned shops has the look and feel of what small town

America should be. It is also home to the largest concentration of fresh water natural springs in the world. If rock and roll is your passion, visit Hawthorne to the east where Bo Diddley lived for many years. Travel southwest and you'll find quaint shops and art galleries in the old railroad town of Archer, where Bo spent his last years. Not to be missed is the Yulee Railroad Days festival. While you can get there easily by car, if beautiful scenery beckons to you, you can traverse the 16 miles by bicycle on the Gainesville-Hawthorne trail. High Springs is an international ecotourism destination for many. Its stunning rivers and freshwater springs make it well worth the visit. Poe Springs, one of the springs in this area, is owned and operated by the County. On the banks of Lake Santa Fe lies Melrose; an unincorporated town that sits in four counties and makes good use of its proximity. Boating and fishing are excellent here. Then there is Micanopy with its intense small town charm and picturesque streets, both of which have made it the choice location for two major motion pictures. Even better, it is known for the best antique shopping in Florida. Next stop – Newberry which was developed as a mining town when phosphate was discovered and which maintains a Historic District on the National Register of Historic Places. And do not, whatever you do, miss its annual Watermelon Festival. Nearby Waldo, with its old red caboose in the city's park, evokes its past as a hub for 19th century travelers. Enjoy some more antiques, too, while you're there.

If you prefer outdoor activities that are more physical in nature, the County offers many opportunities. Golf courses and parks (including Paynes Prairie Preserve State Park) dot the County. Trails are plentiful and the County is always looking for ways to add to its system. Its rivers and lakes also offer many water adventures. Hunting can be found nearby if that strikes your fancy.

It should be noted that the County is committed to preserving the environment while managing growth and protecting its extraordinary quality of life. Overall, housing prices are reasonable



and crime is low. The County has a strong public school system – of its 47 schools, 28 are magnet schools. The variety and complexity of the County also means it offers a wide range of employment opportunities for the young, old and those in between. It is a place where a spouse will find many opportunities for fulfilling employment or to contribute to the community in other ways.

The County is located 70 miles southwest of Jacksonville, 100 miles northwest of Orlando, and 139 miles northeast of Tampa. While all have major airports, Gainesville Regional Airport offers flights by American, Delta, United, Silver and US Air. If you like to cruise, the ports of Jacksonville and Tampa are within easy reach and Port Canaveral is not much further away. Orlando’s theme parks are two hours to the southeast. The Atlantic Ocean beaches are a little over an hour to the east and travel time to the Gulf of Mexico is about the same.

What makes Alachua County special, however, is its residents. They tend to be bright, friendly and involved. With the University and College here, it is not hard to find an expert on virtually any subject and someone who is willing to volunteer some time. Neighbors tend to help neighbors and are proud of their community. In short, Alachua County really is an ideal place to live, work, play and raise a family!

History

Long before the Spaniards arrived in Florida, Alachua County's unique combination of fertile soil, broad prairies, clear lakes and abundant game had spawned a complex Indian civilization called Timucuan. Later, during the 16th century, DeSoto and other Spanish explorers plundered the region. Franciscan priests then arrived and founded missions. Finally the ranchers came and established a large cattle ranch on Payne’s Prairie.

In 1774, British naturalist William Bartram visited the Alachua region twice and described its natural beauty and scenic wonders. Originally part of the Arredondo grant, Alachua County ("Alachua" is thought to be a Spanish corruption of the Timucuan word for "big jug" or some say “sink hole”) was created in 1824 as a massive county, extending from the Georgia border to Tampa Bay. Constant partitioning and The Second Seminole War slowed the county's development, but the coming of the Florida Railroad opened Florida’s interior for both

settlement and trading and new towns were spawned as a result. The first two decades of the 20th century brought Alachua County's agricultural-based economy troubled times as the boll weevil blighted the cotton crops and World War I brought an end to the phosphate industry in the area.

Still, one of the most significant events in the history of the county occurred in 1905, when Gainesville was chosen as the site for the University of Florida. When the university opened a year later, it had only 102 students, 15 faculty and two unfinished buildings. During the years before World War II, the county witnessed the construction of a magnificent new post office, the White House Hotel, Trinity Church, the Seagle Building and a public hospital. It also began an era of constant but not burdensome growth (see Table I).

Table I: Alachua County Population

Year	Population
1960	74,074
1970	104,764
1980	151,348
1990	181,596
2000	217,955
2010	247,336

Source: U.S. Census Bureau

The postwar era brought Alachua County a tremendous population growth and economic expansion. The influx of thousands of veterans seeking an education transformed both the university and Gainesville. The university expanded to more than 9,000 students, began admitting women in 1947 and built a medical school shortly thereafter.

In the years that followed, the County's smaller towns, once farm centers, became havens for artists, retirees and Gainesville professionals. They also attracted tourists to their historic downtowns.

Demographics

The County’s current population is estimated to be

Table II: Temperatures and Precipitation in Gainesville

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Average High °F	66	70	75	80	87	90	91	90	88	81	74	68	80
Average Low °F	42	45	50	55	62	69	71	72	69	61	51	44	58
Precipitation Inches	3.4	3.4	4.3	2.7	2.5	6.9	6.0	6.3	4.8	2.8	2.1	2.4	46.5

Source: NOAA

approximately 253,450. Its largest city, Gainesville has a population estimated to be 127,480. According to the 2013 Census population estimates, 18% of the population is under 18, 12% are 65 and over and over 17,000 are veterans. The median age is 30.1, well below the national median age of 37.2 and was largely the result of the student population. 63% of the population is Caucasian, 20% African American, 9% Hispanic, 6% Asian and the remainder is composed of “other”. 91% of the population over 25 years of age has a high school degree; 21% have Bachelor’s degrees and another 20% have advanced degrees. 90% of the county’s populations were born in the United States and 48% were born in Florida. The median annual household income is \$42,818, and 24% of all families live below the poverty line.

Geography and Climate

Alachua County has a humid subtropical climate which is characterized by relatively high temperatures and precipitation that is relatively evenly distributed

throughout the year (see Table II). In summer, the region is largely under the influence of moist, maritime airflow. The coldest month is usually quite mild, although frosts are not uncommon. From time to time hurricanes do pass through the area but they are relatively weak and minor in scope.

Commerce

The Alachua County region is blessed with the University of Florida, which is ranked among the top public universities in licensing technologies and bringing them to market. With an innovative atmosphere and a business climate that fosters the growth of these companies, Alachua County is becoming a global hub for innovation and talent. I-75 and active rail lines provide transportation opportunities and the City is relatively close to the Port of Jacksonville. The regional airport also offers excellent access to the larger world.

With all these positives, a wide variety of industries thrive in the region and lead the economic development efforts, thanks in large part to its geography and resources. With more business incubators per capita than anywhere else in the U.S. and leading educational institutions, the Alachua County region is primed for growth and is attracting businesses from all over the world.

Table III (located on page 5) reflects the top non-governmental, non-retail employers in the County.

The most recently reported unemployment rate for the County was 4.3% (April 2014 based on U.S. Bureau of Labor Statistics).

The Government

Alachua County is a home rule charter county, governed by a Board of five elected County Commissioners. It operates under the established Commission/Manager form of



Table III: Principal Employers, Alachua County, 2011

Employer	Field	# of Employees
University of Florida	Education	14,723
University of Florida Health	Healthcare	12,588
Veterans Affairs Medical Center	Healthcare	4,317
North Florida Regional Medical Center	Healthcare	1,700
Nationwide Insurance	Insurance	1,300
Santa Fe Community College	Education	796
Meridian Behavioral Health	Healthcare	620
Tower Insurance	Insurance	500
Regeneration Technologies	Manufacturing	365
Hunter Marine	Manufacturing	325
AvMed Health Plan	Insurance	317

Source: Gainesville Area Chamber of Commerce

government. Commissioners represent geographic districts and are elected countywide in partisan elections. They serve staggered four year terms and the County does not have term limits. The Commission has been stable historically. Over the past 40 years, Commissioners have served an average of a little over eight years. One Commissioner is currently in his fourth term with a second Commissioner completing his third term and running for re-election this fall. A third Commissioner's term will end in the fall and she has chosen not to seek re-election. One of the other Commissioners is in his second term, having served his first term from 1998 to 2002, and the fifth is in his first term after having served eight years in the state legislature. All are intelligent and collegial. They work reasonably well together and have the best interests of the County at heart. They also have strong opinions and discussions can be lively but when a decision is made, they move on. In fact discussions are relatively succinct and do not become personal in nature. Overall, the Commission tends to be progressive but fiscally cautious. It has a great deal of respect for the staff.

In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of Court, Property Appraiser and Tax Collector. The County Manager and County Attorney are appointed by the Board of County Commissioners.

The Board-appointed County Manager is responsible for the day-to-day operations of county government. 855 of the 1,917 County's total employees work under the direction of the Board of County Commissioners. The Sheriff oversees 876 employees, while the remaining 186 are distributed to the other constitutional offices.

The general fund budget for the Alachua County Government for FY 2013-14 is \$132,619,626 and the total budget is \$325,412,644. The General Fund assessed value is expected to increase by 5% in the coming year. The County provides all basic services for residents: economic development, fire/rescue, sheriff, code enforcement, planning (including building and zoning), roads, environment, health

and human services, parks, judicial, animal services, indigent care, limited mosquito control in conjunction with the Health Department, drainage associated with runoff from County-owned properties, and solid waste collection.

Approximately half of the County's employees are unionized. Blue collar and clerical employees are represented by the Laborers' International Union of North America and the operational employees in Fire Rescue are represented by the International Association of Firefighters.

The Challenges and Opportunities

Alachua County is not without its challenges. First and foremost is that while the County is reasonably strong financially, there is never enough money to do everything that needs to be done. The situation is complicated by the fact that slightly over 50% of the County's property is off the tax rolls.

Second is the need to balance the desires of the conservationists and the business community. While these groups are not mutually exclusive – both want to protect the quality of life in the County - their views differ and a tension exists between them. The trick will be to

find common ground that moves the County forward – protecting the environment while allowing growth. On the immediate horizon is the Plum Creek development. If carried forward, it will cover 65,000 acres. As proposed, it would keep 80% of the land in agriculture and/or forests. It would also create 10,500 residential units and 1.5 million square feet of commercial/industrial space. The result is an estimated 7,400 jobs. The project is also in an area which is considered very environmentally sensitive. As such, the County expects a large number of people to appear at the various hearings and the discourse to quite heated.

Third, the County's infrastructure needs work. While the buildings are in relatively good condition, they are aging. Further it is estimated that the backlog of road work will cost \$500 million to rectify, of which \$380 million is in the unincorporated County. Needless to say, this issue is related to funding mentioned previously. Over the past 14 years, the County has had four referenda pass to support building a new courthouse, purchase land for parks and assist with indigent healthcare. On the other hand, two related to transportation have failed. Another referendum on roads proposing a one-cent transportation infrastructure sales tax will go to the voters in November of this year.

Fourth, some fence mending needs to be done between the City of Gainesville and the County. Although their main offices are virtually across the street from one another and the City's population composes about half of the County as a whole, the interests and philosophies of the two have not always been congruent. Focusing on the common interests and where the two can work together may produce significant benefits.

The fifth challenge and opportunity is staff and succession planning. A number of senior directors and key staff are retiring and their successors are being selected now. Further, a number of mid-level managers will be retiring in the next few years. While it will be a challenge to find skilled individuals to fill these positions,



it also presents an opportunity for the next administrator to build his/her own team. Ideally succession plans will be developed to ease the transitions in the future.

The next Administrator will need to address these issues. This effort will be time consuming, but all the County's key elements – staff, elected officials, and the public – want the next County Administrator to succeed and to lead the County for a long period of time, ideally ten years.

The Ideal Candidate

The ideal candidate is a professional manager and leader who is energetic, hardworking, responsive, open, honest and even-keeled. The individual will need to have excellent interpersonal and communication skills. He/she will be data driven (while recognizing its limits), objective and approachable. The individual will need to have a small ego and a large sense of humor.

The next County Manager will partner with the Commission on resolving the County's issues and move the County forward. The manager will treat all the Commissioners equally and work diligently to ensure they (and the staff) are all well-informed. Surprises are not something that should occur on this manager's watch. Further, he/she will ensure the Commissioners have all the information they need to make informed decisions. That means reports must be thorough, complete and include all options with the pros and cons of each. The individual should be strong and confident, someone who will tell the Board what it needs to hear, not what it would like to hear. There are some real challenges out there and avoiding them or kicking them down the road is not what the Commission desires.

The successful candidate will be innovative, progressive and solutions-oriented. The County is looking for someone who is thoughtful but also someone who gets things done. Ideally the individual will anticipate issues prior to them becoming problems and help navigate the County around them. He/she will be detail oriented but not a micromanager. The manager should be comfortable delegating but also someone who knows what is going on in the organization and who holds the staff accountable. The individual will be a mentor and someone who encourages creativity. As such, he/she will reasonably take risks and recognize that not every creative idea succeeds.

The manager will be someone who is active in the community and comfortable representing the Board and staff. He/she will take customer service seriously and lead by example. While the customer is not always right, the individual does deserve a fair hearing, an explanation of what can and cannot be done and ideally, if possible, an alternative solution that will achieve the same ends.

The ideal candidate will also be someone who thinks strategically and who will look critically at the organizational structure and processes to see if improvements can be made. He/she will ask a lot of questions to which, "We have always done it this way," will not be an acceptable response. The individual will be open to ideas from all levels and encourage critical thinking. He/she will also recognize the value of strategic planning and encourage it at every level of the County.

Negotiation skills as well as an aptitude for intergovernmental relations are both important. Working with the Constitutional Officers as well as the local cities, the Water Management District and the University and College can be tricky yet also very rewarding. To do so effectively will require one to be both politically savvy and diplomatic. Knowledge of working with state and federal agencies is a plus.

Requirements for the position include a Bachelor's degree with an emphasis in Public or Business Administration or a related field; a Master's degree is preferred. Candidates should have at least seven years of senior level management experience in public or business administration, preferably within local government, as a City/County Manager or Assistant City/County Manager with agencies of similar size and complexities.

Solid budgetary/financial skills are needed as well as knowledge and experience in sustainable growth, environmental issues, intergovernmental relations, land-use and economic development.

Previous County Managers

The current County Manager is retiring after approximately 16 months on the job. She is in the Deferred Retirement Option Program and accepted the position when the last search failed. Her predecessor served as County Manager for 12 years.

Compensation

The starting salary range is \$145,000 to \$195,000. The County Commission expects to fill the position midrange, but realizes that highly qualified managers should be compensated commensurate to their credentials.

Residency

Under Section 125.73 (2) of the Florida Statutes, the County Manager is required to live within the County's boundaries while employed as County Manager.

Confidentiality

Under Florida's public records act, once an application is submitted it is deemed a public record. As a practical matter, we generally are not asked to divulge applicant names until after the closing date. We do expect some media coverage as the search progresses.

How to Apply

E-mail your resume to Recruit35@cb-asso.com by August 18, 2014. Submissions by regular mail or facsimile will not be considered.

Questions should be directed to Colin Baenziger of Colin Baenziger & Associates at (561) 707-3537.

The Process

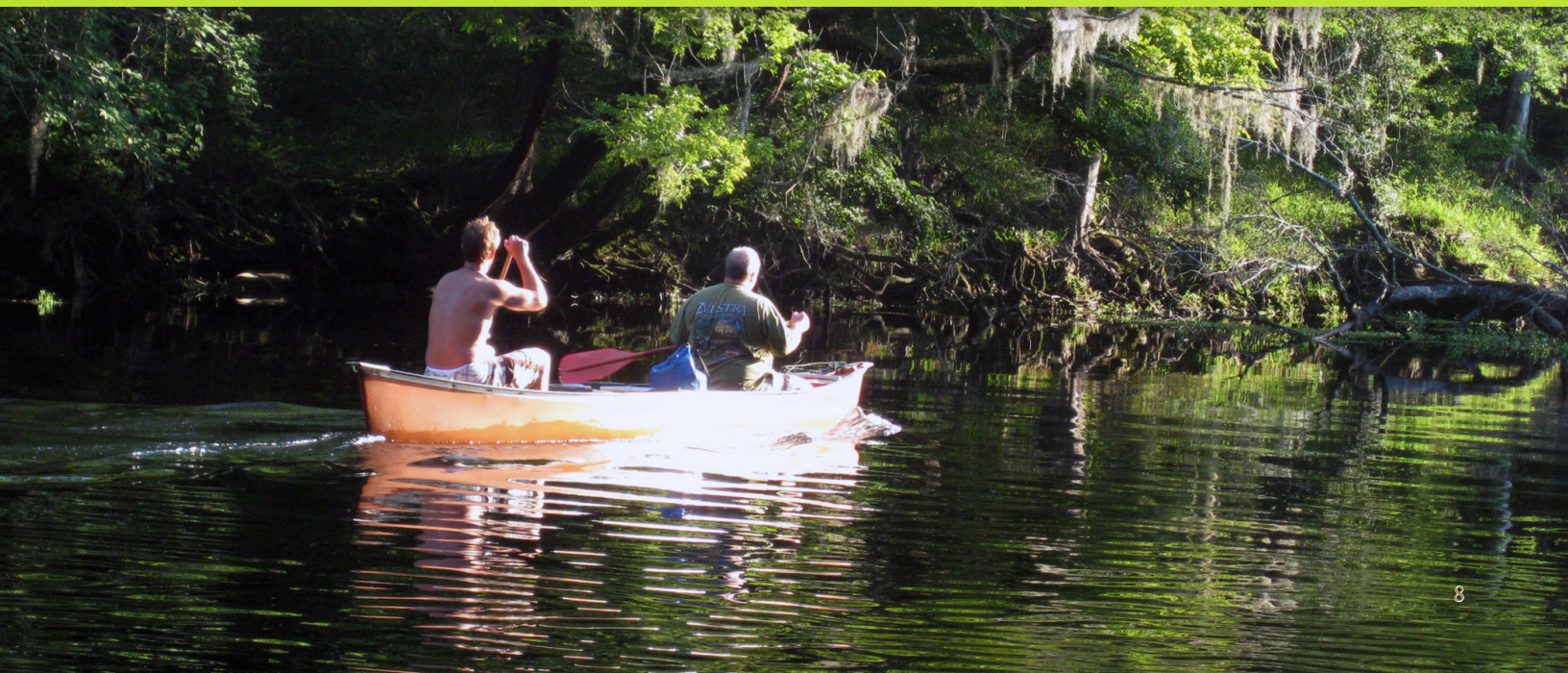
Applications will be screened between August 19th and September 15th. Finalists will be selected on September 22nd and interviews will be held on October 2nd and 3rd with a selection shortly thereafter.

Other Important Information

Alachua County is an Equal Opportunity Employer and encourages minorities and women to apply. A veteran's preference will be awarded as applicable under the Florida Statutes. All offers of employment will be contingent upon successful completion of a pre-employment drug test.

COLIN BAENZIGER  ASSOCIATES
EXECUTIVE RECRUITING

County Manager | Alachua County, Florida





Melbourne, FL

(Population 78,500)

Located in Brevard County on Florida's Central East Coast, Melbourne is a great place to live, work and play. Virtually everything you could want or need is right there or just a few minutes away. In many ways, it is a microcosm of Florida. A small portion of the City lies on a barrier island with the Atlantic Ocean to the east and the Indian River Lagoon to the west. Homes there are expensive and the population well to do. The vast majority of the City, however, lies west of the Intracoastal Waterway and captures a wide variety of lifestyles, income levels, business and industry. In fact, you can find a little bit of everything here, and there is no real reason ever to leave the City.

Melbourne is an attractive place with a heart and a passion for life. People are rightly proud of their community and all it has to offer. Housing ranges from the inexpensive to the million dollar plus homes. The schools, including several college campuses, are

excellent, and the King Center attracts many national musical, theatrical and comedy acts. The Brevard Symphony Orchestra calls Melbourne home as do the Foosaner Art Museum, Rossetter House Museum and the Liberty Bell Memorial Museum. The Henegar Center and Melbourne Civic Theater comprise downtown theater venues. Some of the City's annual festivals and cultural events include the Melbourne Independent Filmmakers' Festival, General Aviation Day, IndiaFest and India Day, Melbourne Arts Festival, and Oktoberfest.

What is a rarity in Florida is that the City has a solid commercial industrial base and as such serves as a regional employment center. Melbourne contains defense and technology companies with a high concentration of high-tech workers. Harris Corporation has its headquarters in the City. Other companies with a local presence include Northrop Grumman, Rockwell

Collins, Embraer, and LiveTV. Melbourne International Airport is in the City proper and hosts flights by Delta Airlines and U.S. Airways. With one short hop to either Atlanta or Charlotte, you can be on a flight to any destination in the world.

Other activities include boating, fishing, paddling, kayaking, and wind surfing. If you are a naturalist, the Indian River Lagoon is the most diverse estuary in North America and home to sea turtles, fish, dolphin, horse shoe crabs, manatee, and much, much more. Numerous golf courses dot the area, including two municipal courses. Not too far away are the Brevard County Zoo and Space Coast Stadium which is affiliated with the Washington Nationals. Professional sports fans can easily get to see the Orlando Magic, Tampa Bay Bucs, Jacksonville Jaguars and Tampa Bay Rays. A little farther away are the Miami Dolphins and Florida Marlins. And if you like to cruise, Port Canaveral is 25 miles north.



History

Melbourne and neighboring Eau Gallie were established where freshwater tributaries flow into the Indian River Lagoon in the late 1800's. Much of Melbourne's early commercial activity was conducted along Front Street, located just north of Melbourne Harbor. Several piers jutted into the Lagoon to receive goods and travelers.

On December 22, 1888, 23 qualified electors gathered to create the "Village of Melbourne." By the end of the day, they had elected the first City officers and had settled on a corporate seal. The nature of the community began to change after the railroad arrived in 1893. The lagoon began to lose its attraction as a transportation route. Gradually, businesses were drawn toward the iron tracks perched on high ground a few blocks to the west.

In 1919, the original downtown area was lost forever when a tenant in a waterfront boarding house tossed a kerosene lantern out of a second-story window. It ignited the wooden sidewalk along Front Street and wind driven flames consumed the downtown.



Table I: Population by Age

Age Bracket	Percent
Under 15	14.6%
15 to 24	13.8%
25 to 34	11.3%
35 to 44	12.5%
45 to 54	15.4%
55 to 64	12.5%
65 to 74	9.7%
75 to 84	7.1%
Over 85	3.1%
Total	100.0%
Median Age	44.3

Source: U.S. Census Bureau

commercial areas have developed over the years, including the busy commercial area along Babcock Street.

Demographics

With a population estimated to be 78,500, Melbourne is the 29th largest city in Florida. In terms of age, the population is reasonably evenly distributed with a significant retiree population – 19.9% (see Table I).

Latest Census Bureau figures show 82.4% of the population is White, 9.5% is Black/African American, 3.0% is Asian and the remainder is composed of some other race or two or more races. 7.7% of the total population (all races) was of Hispanic ethnicity. In terms of education, 88.3% of the population over 25 years old had at least a high school degree and 24.9% had a Bachelor's degree or higher. 2009 Census data estimated the median household income to be \$41,471.

Commerce

As noted previously, the City is not noted primarily as a tourist destination. Rather it is a well-rounded community and a commercial center in its own right. The City's principal employers are shown on Table II on page 4.

Historically, government programs (the Space Center and installations like Patrick Air Force Base have tended to mitigate the impact of recession. That has been less true in the past few years with the reductions in the space program.

Climate

The climate is considered humid, subtropical with mild winters and warm summers. Typical temperatures are displayed in table III on page 4.

Tropical storms affect the area from time to time but direct hits by hurricanes are quite rare in this part of Florida.

As time passed, the area continued to grow and received a significant boost from the military in early 1940s with the establishment of Naval Station Melbourne (as well a number of other bases in the area such as Patrick Air Force Base). The Naval Station focused on training and commissioning Navy and Marine pilots for World War II. The program ran until 1946, and the land that was used for that program makes up most of what is currently the Melbourne International Airport. A further boost came with the advent of the space program in 1958 and the key role the Kennedy Space Center has played in that program.

In 1969, with the approval of a majority of voters, Melbourne and Eau Gallie were consolidated into the contemporary City of Melbourne. The history of Melbourne is the story of each of those original communities along with the record of progress that has been made since 1969.

Melbourne today features two "old" downtown areas -- Historic Downtown Melbourne and Olde Eau Gallie -- each with specialty shops and other attractions. Other

Table II: Melbourne Principal Employers

Rank	Employer	Employees
1	Health First	3,286
2	Harris Corporation	2,603
3	Brevard County School District	2,063
4	Rockwell Collins, Inc.	1,517
5	Northrup Grumman Corporation	1,340
6	Walmart	933
7	Florida Institute of Technology	912
8	City of Melbourne	893
9	DRS RSTA Florida	812
10	Melbourne Internal Medicine Associates	712

Source: 2011 CAFR

Geography

Melbourne is located approximately 60 miles southeast of Orlando on the Space Coast east of Interstate 95. It is approximately midway between Jacksonville and Miami. The city covers 41.4 square miles (35.7 square miles of land and 5.7 square miles of water). The land is relatively flat with an elevation of 21 feet above sea level.

Melbourne has a small presence on the South Beaches barrier island. That area is often confused with Melbourne Beach, a separate political entity.

Government

Melbourne is governed by a Council composed of a Mayor and six Council members, all elected at large. The six members represent and must reside in geographic districts. Council members are limited to two terms of four years each in their respective seats.

Table III: Climate Data for Melbourne

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Normal High °F	72	73	77	81	85	89	91	90	88	83	78	73
Normal Low °F	50	51	55	60	66	71	72	73	72	67	60	53
Precipitation in Inches	2.5	2.5	2.9	2.1	3.9	5.8	5.4	5.8	7.2	4.8	3.12	2.3

Source: The Weather Channel

The elections are held in concert with the national elections in November. This year the Mayor will have completed his two terms and will be running to represent District 3. He has two opponents. Two of the current Council Members are running for Mayor. The incumbent Council Member in District 1 has one opponent. District 2 is an open seat with three candidates. All in all, a reasonably good chance exists that the Council will have only one new member after November, but it could have as many as three.

The Council is charged with the responsibility of establishing policies and enacting ordinances and resolutions. Its current members do not agree on everything, but get along well, are respectful of one another, and work well together. That is not expected to change after the election. The Council is fiscally conservative and that is not expected to change either.

The City Manager is appointed by the Council, and is charged with the responsibility of administering daily operations and implementing Council directives. City staff is recognized for its quality and dedication. The next manager will have the opportunity to appoint several people within the first year as several retirements are expected.

The City provides all the services normally associated with a municipality (police, fire, emergency medical services, parks



and recreational activities, streets and parks maintenance, traffic engineering and parking, sanitation, wastewater treatment, stormwater improvements, community redevelopment, code enforcement, planning and zoning, and general administration). It also operates a regional water plant, two cemeteries, two golf courses and, under a separate authority, Melbourne International Airport.

The City's total proposed total budget for 2012 – 2013 is \$165,313,208, including the \$14,932,931 Airport budget, and the General Fund, which makes up \$69,103,761 of that total. The budget contains funding for 874 full time and 158 part time employees. At the time of the 2011 CAFR, the City had 927 full-time equivalent employees. Of the full time employees, 244 are in police, 239 in public works and utilities, 168 in fire, 84 in leisure services, 162 in general government, including administration, 52 at the airport, 7 in housing and community development. The total taxable assessed property value in 2002 was \$2.6 billion. It peaked in 2008 at almost \$5 billion before dropping back to \$3.3 billion by 2012. The total taxable assessed value is up very slightly this year. Overall the City is quite sound financially.



The Opportunities

Melbourne is very well positioned overall. Its leaders have husbanded its resources and been conservative in their decisions and spending. There is nothing wrong with the City – only a few things it could do better. These include marketing itself to the greater world. While the economic base is solid, it could always be better, particularly in some parts of the City. Crime is not an issue, but, again it could be lower. A number of key staff will retire in the next few years so succession planning will be important. Pension funding for police and fire could be better. More extensive use could be made of



technology. Some feel developers and businesses have to jump through too many hoops, and regulations could be lessened. Inter and intra governmental cooperation could be enhanced.

The Ideal Candidate

The City Council is seeking a strong leader who is open, honest and transparent. It is looking for someone to work with it as a partner, a supporter and a trusted advisor, someone who is comfortable with them talking to but not instructing staff. The individual will work hard to ensure there are no surprises. It will be someone who is intelligent, upbeat, friendly, outgoing, organized, positive and progressive – with a can do attitude and is visionary, yet practical. She/he will be resolute, yet flexible, consistent, cheerfully persistent, high energy, and a leader – not a bureaucrat.

The next manager will have excellent communications skills and use them. Customer service will not be just a catchy phrase with the next manager but rather, along with integrity, a core principle and a way of life. She/he will be someone who works with the Council, the community and local businesses to find solutions to problems as opposed to someone who finds reasons to say no. The individual will be approachable, in the community and a part of the community, always listening and always looking for ways to make the government more responsive. He/she will be respectful of others, delegate and encourage an environment where creativity will flourish. The individual will be able to recognize talent, mentor that talent and confident enough to then step back and let the staff member do his/her job.

The ideal candidate will give assignments and set broad performance parameters but will also expect results and hold employees accountable. Outstanding analytical skills are important. After ten years of largely the same leadership, it will be important to assess business practices and determine if improvements can be made. The phrase, “we have always done it this way,” will continue to be unacceptable to the manager. The individual should be a strong booster of technology and recognize its ability to save valuable resources. Strong financial skills will also be important as it is

unlikely the economy will turn around in the short term. Other important characteristics are experience managing in lean times, the ability to work with the media, and the ability to anticipate/resolve issues before they become problems. Good judgment and common sense are essential.

In terms of specific skills, the individual will have a demonstrated track record of achievement in management, finance and economic development. Practical experience in annexation and experience with intergovernmental relations will also be important.

The selected candidate will be expected to make a commitment to Melbourne. This position should not be viewed as a stepping stone but as a gem in its own right. The City hopes and expects the next manager will honor its prior managers’ tradition of a passion for the City and lengthy tenures.

The position requires a Bachelor’s degree in business administration, public administration, public policy or related field and seven to ten years of increasingly responsible experience as a senior level local government executive. The ideal candidate will have at least five years’ experience as a City Manager or an Assistant City Manager in a city with many of the similar complexities as Melbourne. A Master’s degree is preferred and Florida experience is desirable but not mandatory. Experience in the private as well as the public sector is a definite plus.

Residency

Residency is not required but is anticipated.

Compensation

The salary range for the City Manager is \$140,000 to \$180,000 and benefits are very good.

The Current City Manager

The current City Manager plans to retire in early 2013, after serving in the position since early 2003.

How to Apply

E-mail your resume to Recruit23@cb-asso.com by October 5. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger of Colin Baenziger & Associates at (561) 707-3537.

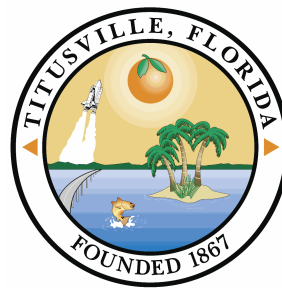
The Process

Applicants will be screened between October 6 and November 13. Finalist interviews are scheduled for November 28 and 29. A selection of the next manager is to be made after the interviews on November 29, with an early 2013 start date anticipated.

Other Important Information

Melbourne is an Equal Opportunity Employer and encourages women and minorities to apply. Under the Florida Public Records Act, all applications are subject to disclosure upon receipt. Veteran's preference will be awarded under applicable Florida law.





City of Titusville, Florida

Gateway to Nature and Space

City Manager Position Available — Apply by: June 13, 2014



Welcome to Titusville! Known as the Gateway to Nature and Space, Titusville is a true treasure – a place full of vitality and boundless potential, a place where you can watch rockets launch and enjoy peaceful sunrises over the inviting surf, a place where nesting sea turtles coexist with high-tech wonders. While Titusville may not have everything within its borders, everything you could need or want is nearby. Life there is just a bit slower, and the community has a laid-back feel. It is simply a great place to live, work, play and raise a family.

Titusville is truly unique. Nowhere else will you find such an eclectic mix of culture, nature, and technology. It boasts two airports, two golf courses, two halls of fame, three marinas, a space museum, a skydiving school, three space memorials (a fourth is on the way), a historic military aircraft museum and annual airshow, the world's largest civilian helicopter training academy, the nation's largest custom banjo distributor, the nation's largest birding festival, a sea turtle festival, an annual digital arts festival (Art & Algorithms), six waterfront parks (along seven miles of beautiful Indian River Lagoon), two industrial parks and an enchanted forest. Coming soon are a commercial spaceport and an inland seaport. All of these attractions are surrounded by two national wildlife refuges, a national seashore and the Kennedy Space Center.

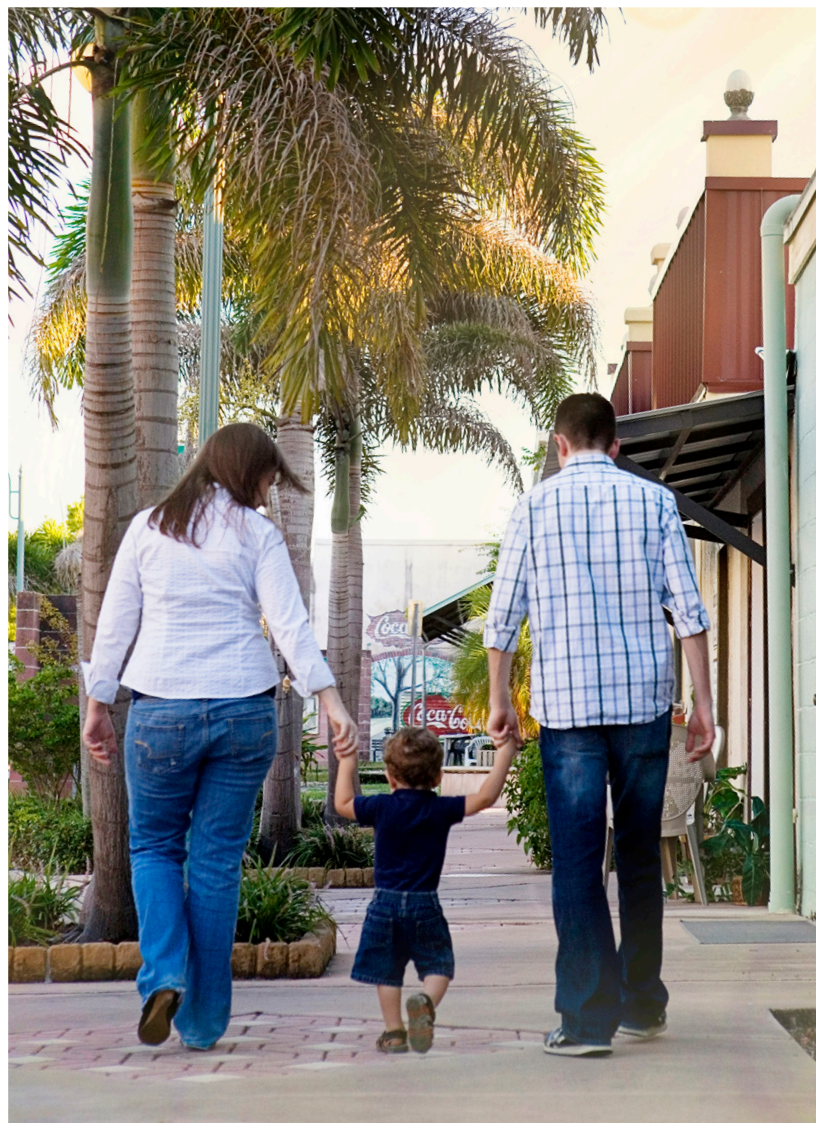
Nature and wildlife enthusiasts will find much to excite them in Titusville. The City hosts eleven sites along the Great Florida Birding Trail wherein alligators, wild boar, manatees and other creatures thrive. The longest stretch of pristine, undeveloped beach on the east coast of Florida, the Canaveral

National Seashore, is nearby and Titusville residents have adopted it as their own. Water recreation opportunities are plentiful and include boating, fishing, airboat rides, surfing and kayaking. For the landlubbers among us, Titusville has many parks and sports facilities. While the City has numerous opportunities for biking, among the more adventurous is the St. Johns River-to-Sea Loop covering 260 miles and running from Titusville to St. Augustine. Additionally, the new Florida Coast-to-Coast Connector (a multiuse trail running from the Canaveral National Seashore through Titusville and across the state to St. Petersburg) is about 70% complete.

Orlando and its primary international airport lies an hour west of Titusville. Also nearby are Orlando Sanford International Airport, Daytona Beach International Airport and Melbourne International Airport, all of which offer more limited service. It is just a bit further to Disneyworld, Universal Studios, SeaWorld and Orlando's other attractions. Jacksonville lies 135 miles to the north and Miami and Fort Lauderdale 200 miles to the south. Just 30 miles southeast is Port Canaveral, one of the nation's top cruise ports.

Titusville is a diverse community of hometown neighborhoods built among natural treasures. While Titusville's economy initially shrank with the ending of NASA's Space Shuttle Program, private sector companies saw a well-trained and educated workforce and are filling the void. Tourism as a local industry is thriving. Healthcare in the area is excellent and the Parrish Medical Center in Titusville is one of the City's largest current job suppliers. The TICO Air Show draws tens of thousands of visitors from distant lands each year.

Housing choices in Titusville are plentiful and range from the moderately priced to the very expensive, depending on location. Options include historic homes and modern works of art, those with waterfront and golf course views, pre-built and dream homes, and subdivision



and rural acreages. \$200,000 to \$400,000 will buy a beautiful home. Crime is low, and the City is very safe. Parents feel comfortable letting their children ride their bicycles to the park alone. The community boasts three public elementary schools, two middle schools and two high schools, as well as four private schools. All are very highly regarded. The City itself has been well run since its inception, and while it has challenges, it does not have any unusual or serious issues. Residents are supportive of their government and their government is mindful of them. Historically the City's leaders have not made decisions quickly or rashly, but have taken a considered approach. Residents have high expectations for their government and the service it provides. The community has been welcoming to business.

Titusville's most attractive asset is its citizens. They embrace the City's small-town atmosphere and are friendly, concerned about others, and have tremendous hearts. This is a place where people know their neighbors and step forward to help whenever possible. It is a caring community where families are strongly supported. Volunteerism is common, and residents strive to make the City better for those who follow them. People move back home to Titusville repeatedly.

Titusville now stands on the threshold. Its location, natural and commercial assets and available well-trained workforce (primarily due to the recent layoffs at the Kennedy Space Flight Center) mean it is ideally situated for a dynamic and prosperous future. No doubt, Titusville and its residents will seize this opportunity with the same enthusiasm as they have in the past. The best is yet to come!

History

Titusville's modern history began with a U.S. Post Office at Sand Point in 1859. In 1867, Confederate Colonel Henry Theodore Titus decided to build a town on land his wife owned that overlooked the Indian River. He laid out roads and in 1870 erected the Titus House, a large one-story hotel next to a saloon. He also donated land for four churches and a courthouse, the latter an effort to get the town designated as county seat.

Titusville could have been called Riceville, but Titus challenged Captain Clark Rice to a game of dominoes to decide the name. Titus won the game, and Sand Point

became Titusville in 1873. It was formally incorporated as a city in 1887.

The next phase of the community's history revolved around railroads. First came the Atlantic Coast, St. Johns & Indian River Railroad in 1885 which connected by a spur line to the Jacksonville, Tampa & Key West Railroad. Next Henry Flagler expanded his Florida East Coast Railroad south from Daytona, and a station was built in Titusville in 1892. Tourists arrived, and the Indian River area increasingly became an agricultural and shipping center for pineapple and citrus.

During World War II, numerous enemy ships were sunk off nearby beaches. A local boat construction company built hundreds of landing craft at a plant located on what is now the City's yacht basin. A Navy fighter field was also established just south of Titusville on the area known today as Space Coast Regional Airport.

Beginning in the late 1950s, the growth of Cape Canaveral and later the Kennedy Space Center on Merritt Island helped the community's economy, population, and tourism grow considerably. Its association with the space program also led to two of the City's nicknames: "Space City USA" and "Miracle City".

Along with the astronauts, the area became associated with such major companies as TWA, McDonnell-Douglas, Boeing, North America and Grumman. The end of the Apollo program in the 1970s offered new challenges to the community, as did the beginning and the ending of the Space Shuttle Program.

Climate

Titusville's climate is considered humid subtropical with mild winters and warm, wet summers. As can be seen from Table I, average high temperatures vary from the high 40s to the low 90s depending on the time of day and year. See table I on page 4.

Tropical storms affect the area from time to time, but direct hits by hurricanes are quite rare in this part of Florida. In fact, a recent Naval study concluded that the likelihood of a tropical storm striking the area was lower than most of the United States East Coast.

Table I: Climate Data for Titusville

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Average High °F	70	72	77	81	86	89	91	91	89	83	78	72	82
Average Low °F	49	51	56	60	67	72	73	74	73	66	59	53	63
Precipitation Inches	2.5	2.8	3.6	2.8	3.7	6.1	7.0	7.3	6.8	4.3	3.5	2.5	52.9

Source: The Weather Channel

Geography

Titusville is on the west side of the Indian River Lagoon, which itself is part of the Atlantic Intracoastal Waterway. On the other side of the Lagoon lies Merritt Island and the Kennedy Space Center. The City is approximately 34 square miles in total area of which 5 square miles is water.

Demographics

According to the U.S. Census, in terms of age, Titusville's population is distributed relatively evenly. Approximately 29% are 25 years old or less, 23% are between 25 and 45, 27% are between 45 and 65 and the remaining 21% are over 65. The median age is 43 years and is trending older. The City's population is approximately 78% Caucasian, 16% African American, 2% Asian, and 4% other. Hispanics of all races constitute 7% of the population. 67% of the homes are occupied by their owner(s). Of the City's population over 25 years of age, 88% have graduated from high school, and 19% have a Bachelor's degree or higher. The median household

income is \$44,448. 11% of the population fell below the poverty line.

Commerce

Titusville is a diverse community with access to a wide range of service, commercial and industrial employers. While data is not available solely for the City, the principal employers in Brevard County are shown on Table II.

With two airports in the City, I-95 nearby, the Florida East Coast Railroad running through the City and Port Canaveral just a hop, skip and a jump away, Titusville is well positioned to become a logistical hub.

Government

The City of Titusville follows a council-manager form of government. Voters elect five Council Members for staggered four-year terms. The Mayor is a member of the City Council but is elected separately. Elections are non-partisan, and all Members run "at-large". Elections coincide with the national elections in November of even-numbered years. Historically, the Council has been stable. For example, the City has had only five mayors since 1980. The Council Members have distinct personalities and ideas for what should be done. Nonetheless, they have a great deal of respect for one another, work very well together and come to consensus. They all have the best interests of the community at heart and have high regard for City staff.

Titusville is a full service city. Specifically, its services include Police, Economic Development, Fire/Emergency Services, Public Works (including marina management, engineering, facilities maintenance, fleet maintenance, streets maintenance, solid waste and recycling), Water and Sewer (including production, distribution, collection, treatment and storm water).

Table II: Principal Employers-Brevard County

Employer	# of Employees
Health First	8,900
Harris Corporation	6,700
Wuesthoff Health Systems	2,400
Space Gateway Support	1,750
Northrup Grumman Corporation	1,650
Rockwell Collins	1,450
Parrish Medical Center	1,000
The Boeing Company	1,000
Sea Ray Boats	1,000
Melbourne Internal Medicine Associates	1,000

Source: Titusville 2013 CAFR

Table III: Employee Breakdown by Function/Program

Functional Area	FTE Employees
City Council	5.0
City Attorney	2.5
City Manager	3.0
Community Relations	3.0
Economic Development	1.5
City Clerk	6.0
Fire & Emergency Services	60.5
Police	135.0
Public Works	83.0
Water Resources	111.0
Community Development	29.0
Support Services	2.0
Human Resources	6.0
Finance	11.0
Customer Service	9.0
Information Technology	7.0
Purchasing & Contracts	3.0
Total	477.5

Source: Titusville 2013/14 Budget

Planning and Code Enforcement. The City's parks are maintained and operated through an interlocal agreement by Brevard County. Table III provides a breakdown of City staff.

The City is financially sound but was adversely impacted by the economic downturn. As can be seen in Table IV, property values peaked in the 2007/2008 fiscal year but have since returned to FY 2003/2004 levels. These values stabilized in FY 2012/2013 and are expected increase about 3% for the next fiscal year. The current market inventory of available housing is very limited, so prospects are bright for the City's future.

The City has four unions: The Fraternal Order of Police (two bargaining units – the rank and file and the lieutenants), the International Association of Fire Fighters and the Laborers International Union of North America (LIUNA). The contracts are current for the FOP and the IAFF and will expire in 2016. The City is currently negotiating with LIUNA.

The Challenges and Opportunities

While the past few years have not been easy (the City has approximately 30 fewer positions now than it had in 2004), the City has weathered the downturn reasonably well. The future is bright. The foremost challenge is to turn Titusville's potential into reality. Part of that effort will involve continued economic development. The City has the physical assets needed and the right program in place. Now comes the hard part – finding the right industries and jobs to compliment what is already here. The City does not want just any development – it wants the right development. It wants development that will not only help keep resident dollars in Titusville but will bring new dollars to the community. The ideal City Manager will know how to thread the needle between protecting Titusville's wonderful identity and preparing the way for growth.

For the past few years, finances have been tight and will need to be managed carefully for the foreseeable future. Though the City was able to provide its staff with a modest increase last year, wages were frozen from 2008 to 2013. Some infrastructure maintenance has also been deferred. For example, the City is redoing 3.6 miles of its roads this year while the actual need is 6 miles every year. The sewer system is aging and in need of attention. The City also faces costly environmental challenges – some residents still have septic tanks, and some street run-off reaches the Lagoon. The next Manager will have a chance to exercise his or her financial prowess and do much good for the City.

A third opportunity is to improve the metrics used to demonstrate the City's productivity. The system in place is sound, but limited. While the City is well run, it is always looking for ways to be better. A fresh set of eyes may be particularly helpful in this area.

The Ideal Candidate

First and foremost, the City is seeking someone who can bring the City to its full potential – someone who will help the Council create and implement its vision. In many ways, the City has been a hidden treasure, and now is the time for it to blossom. As noted above, the pieces are in place. The economy is improving and Titusville has a huge number of positive assets to be capitalized on. The ideal candidate will think strategically, recognize opportunities and know how to capitalize on those opportunities. He or she will be someone who will market and promote the City to investors. Knowledge of and a demonstrated track record in finance, planning, economic development and creativity will be critical. Being prepared to strike when opportunities present themselves will be a key, as will be the ability to find practical, workable solutions to problems. He or she will be someone who will partner with the City Council. The ideal Manager will be thoughtful and will listen, sympathize, and understand how to bring the five points of view to consensus. The individual will suggest options and recognize that the Council makes the ultimate decision. The Council is not looking for a “yes” person, but rather someone who can act as a sounding board and help it refine its thinking.

The ideal candidate will be a doer, someone who is friendly, energetic, outgoing, action-oriented and progressive. The individual will care about people and bring additional vitality to the organization. He or she will be customer service oriented and set the tone. The individual will recognize that the customer is not always right but should be listened to and wherever possible will make suggestions to solve the problem. The ideal candidate will be someone who works cooperatively with others, understands their needs, and builds win-win scenarios. By the same token, he or she will recognize that not everyone will be happy all the time and that some people may never be happy. The individual will know how to deal



with the latter in a way that does not place unnecessary demands on an already limited staff.

The next Manager will be someone who works with the staff to set reasonable goals and help reach them. He or she will be decisive and not a micromanager. The ideal candidate will be informed and expect results. Accountability and measurement will be important to the individual. The Manager will understand both the complexity and subtlety of local government and have an appreciation for how to get things done. Roadblocks will be viewed as intriguing challenges to be overcome rather than dead ends. The ideal candidate will understand the importance of including the community (when appropriate) and of being transparent. Not only does Florida law require the latter, but such is an expectation of the elected body.

A high degree of integrity and people skills are two other key characteristics the ideal candidate will possess. The Council and the residents expect the Manager to be available and accessible to them. They also expect him or her to be reliable and do what he/she says he/she will do.

The ideal candidate will be someone who keeps abreast of what is happening in local government and always seeks new ideas. He or she will have at least ten years' experience as a City Manager or an Assistant City Manager. The individual is expected to have at least a Bachelor's degree in business administration, public administration or a related field.

Finally, the Council is looking for someone who will have a passion for making the City all it can be. It wants someone for the long term and not someone who views this position as a stepping stone to the next position or to retirement (unless retirement is a long way off). The City Manager's position in Titusville is a destination in and of itself.

Residency

The selected candidate need not be a resident of Florida but must establish full-time residency in Titusville.

Compensation

The starting salary range for the City Manager is \$120,000 to \$160,000.

The Prior City Manager

Titusville has had three City Managers in the last 25 years. The most recent accepted a position after seven years of service to be closer to family.

How to Apply

E-mail your resume to Recruit28@cb-asso.com by June 13th. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger at (561) 707-3537 or David Collier at (772) 220-4320.

The Process

Applicants will be screened between June 14th and July 22nd, during which time the City Council will select finalists. Interviews will be conducted on August 1st and 2nd with a selection of the next Manager shortly thereafter.

Other Important Information

Titusville is an Equal Opportunity Employer and encourages women and minorities to apply. Under the Florida Public Records Act, all applications are subject to disclosure upon receipt. Veteran's preference will be awarded under applicable Florida law.

COLIN BAENZIGER  ASSOCIATES
EXECUTIVE RECRUITING

SECTION 3

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Colin Baenziger Authorized Agent or Official for Colin Baenziger & Associates by signing below hereby certifies that neither he/she nor the firm of Colin Baenziger & Associates is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: Colin Baenziger

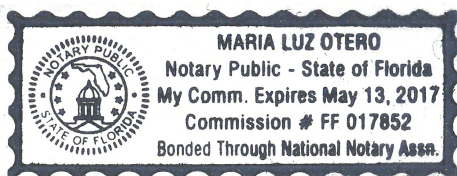
President/Authorized Agent or Official

Witnessed By: James C. Carter

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 6 day of October, 2014, by Colin Baenziger, President, Authorized Agent or Official of Colin Baenziger & Associates, a Florida Company, who is ☐ personally known to me or ☒ who has produced Driver License as identification and who did (did not) take an oath.



Maria Luz Otero
Notary Public, State of Florida

Commission No. FF 017852

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Colin Baenziger Authorized Agent or Official for Colin Baenziger & Associates by signing below hereby certifies that neither he/she nor the firm of Colin Baenziger & Associates is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, President, Authorized Agent or Official of _____ a Florida Company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 4

ANTI-COLLUSION STATEMENT

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: COLIN BAENZIGER & ASSOCIATES

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

PRINTED SIGNATURE: COLIN BAENZIGER

TITLE: PRINCIPAL/OWNER

ADDRESS: 2055 South Atlantic Avenue, Suite 504

CITY: Daytona Beach Shores STATE: FL ZIP CODE: 32118

TELEPHONE: (561) 707-3537 FAX: (888) 635-2430

COMPLETION TIME: 98 days

F.E.I.N. NUMBER: 20-8185763

NO Proposal may be withdrawn for a period of sixty (60) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: COLIN BAENZIGER & ASSOCIATES

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

PRINTED SIGNATURE: COLIN BAENZIGER

TITLE: PRINCIPAL/OWNER

ADDRESS: 2055 South Atlantic Avenue, Suite 504

CITY: Daytona Beach Shores STATE: FL ZIP CODE: 32118

TELEPHONE: (561) 707-3537 FAX: (888) 635-2430

COMPLETION TIME: _____

F.E.I.N. NUMBER: 20-8185763

NO Proposal may be withdrawn for a period of sixty (60) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

SECTION 5

DRUG FREE PREFERENCE STATEMENT

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

In the event of a tie Proposal a preference is given to vendors submitting a certification with their Proposal/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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



PROPOSER'S SIGNATURE

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

In the event of a tie Proposal a preference is given to vendors submitting a certification with their Proposal/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

SECTION 6

TOTAL GUARANTEED MAXIMUM PROPOSAL

SECTION 00130

TOTAL GUARANTEED MAXIMUM PROPOSAL

RFP #14-32 Executive Management Search Firm Services

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents. The undersigned offers to furnish all materials, equipment and labor for services to conduct an executive search for the City Manager position for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The vendor shall perform these obligations for the guaranteed maximum price listed below and made a part of this Bid.

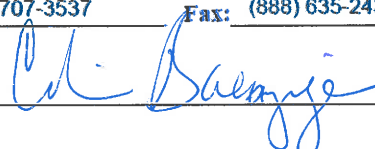
Company Name: COLIN BAENZIGER & ASSOCIATES

Submitted on: October 4, 2014

Contact Person / Title: COLIN BAENZIGER, PRINCIPAL/OWNER

Mailing Address: 2055 South Atlantic Avenue, Suite 504 State: FL Zip: 32118

Phone: (561) 707-3537 Fax: (888) 635-2430 E-mail: Colin@cb-asso.com

Signature:  Title: Principal/Owner

TOTAL GUARANTEED MAXIMUM PROPOSAL:

Twenty Three Thousand Dollars

(In Words)

Dollars \$ 23,000 (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the bid price.

SECTION 00130

TOTAL GUARANTEED MAXIMUM PROPOSAL

RFP #14-32 Executive Management Search Firm Services

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains. The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents. The undersigned offers to furnish all materials, equipment and labor for services to conduct an executive search for the City Manager position for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The vendor shall perform these obligations for the guaranteed maximum price listed below and made a part of this Bid.

Company Name: COLIN BAENZIGER & ASSOCIATES _____

Submitted on: October 4 _____, 2014

Contact Person / Title: COLIN BAENZIGER, PRINCIPAL/OWNER _____

Mailing Address: 2055 South Atlantic Avenue, Suite 504 _____ **State:** FL **Zip:** 32118

Phone: (561) 707-3537 **Fax:** (888) 635-2430 **E-mail:** Colin@cb-asso.com _____

Signature: _____ **Title:** Principal/Owner _____

TOTAL GUARANTEED MAXIMUM PROPOSAL:

Twenty Three Thousand Dollars

(In Words)

Dollars \$ 23,000 _____ (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the bid price.

SECTION 7

INSURANCE CERTIFICATES

Note: the following certificate is a sample. If awarded the contract, we will provide one with Port Orange listed as additionally insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2014

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

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

PRODUCER Fulton Agency, Inc. 1301 E. OAKLAND PARK BLVD OAKLAND PARK FL 33334		CONTACT NAME: MARLENE GENER PHONE (A/C No. Ext): 954-318-0222 FAX (A/C No.): (954) 351-9913 E-MAIL ADDRESS: marlene@fultonagency.com	
INSURED COLIN BAENZIGER COLIN BAENZIGER & ASSOCIATES 12970 DARTFORD TRL STE 8 WELLINGTON FL 33414-3981		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Ins Co of America INSURER B: LLOYDS OF LONDON INS CO. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25453	

COVERAGES **CERTIFICATE NUMBER:** CL1311401321 **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 CERTIFICATION 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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR	X		ACP5934644040	11/19/2013	11/19/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS			ACP5934644040	11/19/2013	11/19/2014	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured Motorist combined \$ 300,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			MPL137897013	11/19/2013	11/19/2014	LIMIT \$1,000,000
							DEDUCTIBLE \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

Sumter County Board of County Commissioners
Attention: Office of Management & Budget
7375 Powell Road, Suite 141
Wildwood, FL 34785

CANCELLATION

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

Steve Sauer/MARLENE

ACORD 25 (2010/05)
INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

SECTION 8

GOVERNMENTAL SEARCHES

Governmental Search Assignments

Performed by the Staff of Colin Baenziger & Associates

Current Searches

City Manager, Delray Beach, FL (population 64,100)
City Manager, St. Pete Beach, FL (population 9,400)
City Manager, Surfside, FL (population 6,000)
County Manager, Alachua County, FL (population 251,400)
Chief Administrator, El Paso County, TX (population 827,700)
Executive Director, Central Florida Expressway Authority (population served: 2,147,500)
Administrative Services Director, Normandy Park, WA (population 6,600)
Finance Director, Escambia County Housing Authority (population served: 302,700)
Director of Financial Service, Clerk and Comptroller, Pasco County, FL (population 470,400)
General Services Director, Loudoun County, VA (population 349,700)
Director, Human Resources, Sunrise, FL (population 88,800)

Completed Searches in 2014

City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
City Manager, Mount Pleasant, MI (population 26,000) in 2014
City Manager, North Miami, FL (population 60,565) in 2014
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Winchester, VA (population 26,000) in 2014
County Administrator, Emmet County, MI (population 32,900) in 2014
County Administrator, St. Lucie County, MI (population 284,000) in 2014
County Administrator, James City County, VA (population 69,000) in 2014
Township Manager, Springettsbury Township, PA (population 26,700) in 2014

Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Executive Director, Camden County (GA) Joint Development Authority (population 51,400) in 2014

Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Human Resources Director, West Palm Beach, FL (99,900) in 2014
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
Police Chief, Farmington, NM (population 45,900) in 2014
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Utilities, North Port, FL (population 57,300) in 2014

Governmental Search Assignments (continued)

Completed Searches Prior to 2014

City/Town/Village Manager/Administrator

City Manager, Alachua, FL (population 6,200) in 2001
City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007
Town Manager, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 154,300) in 2012
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Cocoa Beach, FL (population 11,200) in 2012
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Daytona Beach, FL (population 65,000) in 2002
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 8,500) in 2013
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Eustis, FL (population 18,000) in 2007
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006
City Manager, Fife, WA (population 8,700) in 2010
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fruitland Park, FL (population 4,100) in 2013
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005
City Manager, Gainesville, FL (population 117,000) in 2005
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Gulfport, FL (population 12,000) in 2003
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
Town Manager, Juno Beach, FL (population 3,600) in 2005
Town Manager, Town of Jupiter Island, FL (population 654) in 2005

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
Town Manager, Lantana, FL (population 9,600) in 2000
City Manager, Lakeland, FL (population 87,000) in 2003
City Manager, Lake Worth, FL (population 37,000) in 2003 and 2007
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500 in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2008
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2002 and 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Naples, FL (population 21,000) in 2003 and 2007
City Manager, New Smyrna Beach, FL, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013
City Manager, North Miami, FL (population 62,000) in 2002 and 2010
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
City Manager, Ocala, FL (population 52,000) in 2008
City Manager, Orange City, FL (population 10,000) in 2010
City Manager, Orange Park, FL (population 9,100) in 2010
CAO, Orlando, FL (population 197,000) in 2005
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,018) in 2012
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
Town Manager, Ponce Inlet, FL (population 2,500) in 2001
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 96,000) in 2009
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Scottsdale, AZ (population 217,400) in 2013 in 2013
Town Manager, Sewall's Point, FL (population 2,000) in 2006
City Manager, St. Pete Beach, FL (population 10,000) in 2001
City Manager, Stuart, FL (population 17,000) in 2006
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013
City Manager, Tacoma, WA (population 200,000) in 2011
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Treasure Island, FL (population 7,500) in 2004
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Woodstock, GA (population 21,000) in 2008
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Manager - Completed Searches

County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Administrator, Clay County, FL (population 160,000) in 2005 and 2011
County Administrator, DeSoto County, FL (population 34,000) in 2005
County Manager, Flagler County, FL (population (83,000) in 2007
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Manager, Lowndes County, GA (population 92,000) in 2001
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, Sumter County, FL (population 70,000) in 2005
County Manager, Union County, NC (population 198,600) in 2010

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers

Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant County Administrator for Development and Infrastructure, Hillsborough County, FL (population 1,000,000) in 2006
Assistant County Administrator for Human Services, Hillsborough County, FL (population 1,000,000) in 2004
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant to the City Manager, Lakeland, FL (population 87,000) in 2004
Assistant City Manager, Lake Worth, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004
Deputy City Manager, Durham, NC (population 220,000) in 2009
Deputy County Administrator, Hillsborough County, FL (population 1,000,000) in 2004
Deputy County Manager, Polk County, FL (population 500,000) in 2006
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2013

Completed Searches – City Attorneys

City Attorney, Roanoke, VA (population 96,000) in 2012
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Assistant Director of Community Development, Largo, FL (population 74,000) in 2004 and 2005
Community Development Director, Miami, FL (population 408,000) in 2008
Community Development Director, Safety Harbor, FL (population 18,000) in 2006
Community Development Director, Tamarac, FL (population 55,500) in 2007
Development Services Director, Daytona Beach, FL (population 65,000) in 2005
Director of Capital Projects, New Orleans, LA (population 323,000) in 2008
General Manager, North Sarasota Redevelopment District, Sarasota (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Growth Management Manager, Wellington, FL (population 55,000) in 2009
Housing and Community Development Director, West Palm Beach, FL (pop. 101,000) in 2007
Planning Administrator, Daytona Beach, FL (population 65,000) in 2007
Planning Director, Osceola County, FL (population 235,000) in 2005
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012

Governmental Search Assignments (continued)

Completed Searches – Economic Development / Redevelopment

Economic Development Director, Charlotte County, FL (population 170,000) in 2007
Economic Development Director, Collier County, FL (population 328,000) in 2012
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Redevelopment Director, Daytona Beach, FL (population 65,000) in 2007
Economic Development Director, St. Johns County, FL (population 162,000) in 2011
Executive Director, Valdosta-Lowndes County Industrial Authority, GA (serving a population 92,000+) in 2006 and 2011
Executive Director, Technological Research and Development Authority, FL (serving a statewide population) in 2006

Completed Searches – Engineers

Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
County Engineer, Polk County, FL (population 500,000) in 2006
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
City Engineer, Gulfport, MS (population 90,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Engineering Manager, Sumter County, FL (population 70,000) in 2005
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Centroplex Director, Orlando, FL (population 197,000) in 2004
Lakeland Center Director, Lakeland, FL (population 87,000) in 2004
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Budget and Financial Services Director, Polk County, FL (population 500,000) in 2006
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Controller, City of Orlando, FL (population 197,000) in 2007
Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
Chief Financial Officer, City of Orlando, FL (population 87,000) in 2005
Deputy Director of Management, Budget and Accounting, Orlando, FL (pop. 197,000) in 2004
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, Daytona Beach, FL (population 31,860) in 2012

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Lauderdale Lakes (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010
Treasurer, Miami, FL (population 408,000) in 2013

Completed Searches – Housing/Building

Assistant to the County Administrator – Affordable Housing, Broward County, FL (population 1,800,000) in 2004
Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Department Director, Osceola County, FL (population 235,000) in 2005
Assistant to the County Administrator – Affordable Housing, Broward County, FL (population 1,800,000) in 2004
Building Official, Jupiter Island, FL (population 580) in 2005 and 2011
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Department Director, Osceola County, FL (population 235,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac (population 55,000) in 2008
Housing and Community Development Director, West Palm Beach, FL (pop. 101,000), 2007

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Human Resources Director, Osceola County, FL (population 235,000) in 2006
Human Resources Director, City of Sarasota, FL (population 55,000) in 2002
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Human Resources Director, West Palm Beach, FL (population 101,000) in 2013

Governmental Search Assignments (continued)

Completed Searches – Human Services

Assistant County Administrator for Human Services, Hillsborough County, FL (population 1,000,055) in 2004

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Executive Director, Juvenile Welfare Board, Pinellas County, FL (population 950,000) in 2005

Completed Searches – Information Technology

Information Technology Director, Lakeland, FL (population 87,000) in 2004

Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998

Information Services Director, Palm Beach County Tax Collector (population 1,300,000) in 2012 (partial search)

Completed Searches – Parks/Recreation/Libraries

Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,000,055) in 2004

District Manager, Holiday Park Recreation District (population 1,400) in 2007

Library Services Director, St. Johns County, FL (population 162,000) in 2007

Director, Parks and Recreation, West Palm Beach, FL (population 101,000) in 2006

Completed Searches – Public Safety

Fire Chief, Cape Coral, FL (population 154,300) in 2013

Fire Chief, Daytona Beach, FL (population 65,000) in 2006

Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999

Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013

Police Chief, Daytona Beach, FL (population 65,000) in 2006

Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)

Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)

Police Chief, Sewall's Point, FL (population 2,000) in 2007

Police Chief, St. Augustine Beach, FL (population 6,200) in 2012

Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010

Completed Searches – Public Works

Director, Landscaping, Weston, FL (population 65,300) in 2013

Public Works Director, Chandler, AZ (population 250,000) in 2007

Public Works Director, Fort Lauderdale, FL (population 183,000) in 2004

Executive Director, Environment and Infrastructure, Pinellas County, FL (population 917,000) in 2012

Public Works Director, Polk County, FL (population 500,000) in 2005

Governmental Search Assignments (continued)

Completed Searches – Public Works (continued)

Director / Capital Projects Manager / City Engineer, Sunny Isles Beach, FL
(population 17,000) in 2007
Public Works Director, Tamarac, FL (population 55,500) in 2003
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Solid Waste Director, Hillsborough County, FL (population 1,000,055) in 2005
Vice President, Public Works & Operations, Ocean Reef Community Association (population
2,000), Key Largo, FL, in 2001

Completed Searches – Transportation

Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
Director of Traffic Engineering, Polk County, FL (population 500,000) in 2002
Executive Director, Lakeland Area Mass Transit District, FL (population 87,000) in 2005
Executive Director, Tampa-Hillsborough County Expressway Authority, FL (population
1,000,055) in 2007

Completed Searches – Utilities

Environmental Services Director, Largo, FL (population 74,000) in 2006
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
Executive Director, Escambia County Utilities Authority, FL (90,000 customers) in 2002
Executive Director, Onslow Water & Sewer Authority (Jacksonville, NC) (pop. 160,000) in 2009
General Manager/CEO, Orlando Utilities Commission, FL (190,000 customers) in 2004
General Manager, Tampa Bay Water (population served 2,400,000) in 2008
Utilities Director, Charlotte County, FL (population 170,000) in 2007
Utilities Director, Daytona Beach, FL (population 65,000) in 2004
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Executive Director, Environment and Infrastructure, Pinellas County, FL (population 917,000)
in 2012
Utilities Director, Polk County, FL (population 500,000) in 2004
Director, South Martin Regional Utilities (population 22,000) in 2013
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population
691,900) in 2011 and 2013

Governmental Search Assignments (continued)

Completed Searches – Work Force Management

Executive Director, South Florida Workforce, FL (service area pop. of 3,000,000+) in 2005
Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

City Clerk, Lauderdale Lakes (population 32,000) in 1998
District Manager, Sun 'n Lake Community Development District, FL, (population 5,000) in 2005
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
Executive Director, Lakewood Ranch Inter-District Authority (population 15,000) in 2011
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL
(population 200,000) in 2003
General Manager, Sun 'n Lake Improvement District, FL (population 7,500) in 2002 and 2005
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: Resolution No. 14-69 - Authorize Applying for Florida Recreation Development Assistance Program (FRDAP) Grant

DEPARTMENT: City Manager

RECOMMENDED MOTION: To approve Resolution 14-69, authorizing the City Manager to submit a grant application to the Florida Recreation Development Assistance Program and in addition, authorize the Mayor and City Clerk to execute any agreements or contracts.

SUMMARY: The Florida Department of Environmental Protection's FRDAP program provides grants to local governments to develop land for public outdoor recreation. The City can request FRDAP grant funds to construct the Riverwalk Park boardwalk (trail), playground, restrooms and picnic facilities.

FRDAP's funding approval will be determined during the 2015 State Legislative session, and would not be available until after July 2015. Currently, this project is unfunded in the CIP. If approved, the City will be required to identify a funding source for the match.

Staff recommends that the City request \$200,000.00 (50%) in funds from the State. The City's Match will be \$200,000 (50%) and derives from the bond refinancing proceeds.

Project No.:AIO004

Funding Account No.: 307-1000-552-63-97.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 14-69 FRDAP Grant Application	Reso 14-69 Riverwalk PARK P1.doc
----	--	----------------------------------

Donahue, Kent
Harden, David

Created/Initiated - 10/20/2014
Approved - 10/20/2014

Riehm, Tracey
Roberts, Margaret
Harden, David

Approved - 10/22/2014
Approved - 10/22/2014
Final Approval - 10/23/2014

RESOLUTION NO. 14-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE (GRANT) PROGRAM FOR THE CONSTRUCTION OF TRAIL, PLAYGROUND, RESTROOMS AND PICNIC FACILITIES (PHASE 1) IN TOWN CENTER RIVERWALK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS OR CONTRACTS; PROVIDING FOR A MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental protection provides financial assistance under the Florida Recreation Development Assistance (Grant) Program (FRDAP) for the construction of the Riverwalk Park trail (boardwalk), playground, restrooms and picnic facilities for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange is proposing the construction of a trail (boardwalk), playground, restrooms and picnic facilities (PHASE 1) in Town Center Riverwalk Park for recreational purposes; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the State of Florida Department of Environmental Protection under the Florida Recreation Development Assistance (Grant) Program.

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

Section 1. The City Manager of the City of Port Orange is hereby authorized to

(RES. NO. 14-69)

submit an application for financial assistance to the State of Florida Department of Environmental Protection under the Florida Recreation Development Assistance (Grant) Program. The grant application is for the construction of the Riverwalk Park trail (boardwalk), playground, restrooms and picnic facilities (PHASE 1). The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City has committed to a \$200,000.00 contribution or less but not to exceed \$200,000.00 of the total project costs.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/28/2014

Consent item: No

SUBJECT: City Council Committee Reports

DEPARTMENT: System Administrator

RECOMMENDED MOTION:

SUMMARY:

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin

Created/Initiated - 10/20/2014
